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Certain words are used with the specific meanings set out under clause 12 and in the General Terms of Our Customer Terms at [http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm).

# OUR CUSTOMER TERMS CONFERCING SECTION



## 1 ABOUT THE CONFERCING SECTION

### Our Customer Terms

- 1.1 This is the Conferencing 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](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm) 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 the Conferencing section, then the Conferencing section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Conferencing 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 CONFERCING SERVICES

### Our services

- 2.1 You may obtain the following Conferencing services:
  - (a) Operator Hosted Phone Conferencing service: which allows you to conduct a phone conference between you and your participants that is managed by us;
  - (b) Self Hosted Phone Conferencing service: which involves you booking a phone conference with us and distributing the conference details to your participants;
  - (c) Conferencing Equipment service: where you may obtain conferencing equipment and installation and maintenance services from us for use with the Conferencing service;
  - (d) Hosted ISDN Video Conferencing service: which allows you to conduct a video conference between you and your participants;
  - (e) Web Conferencing service powered by WebEx: which allows you to conduct online conferences using personal computers and Internet connections charged at a per minute rate or according to various subscription options;
  - (f) Telstra Integrated Audio with WebEx service: which is an integrated service combining the Self Hosted Phone Conferencing service and the Web Conferencing service powered by WebEx, and is charged at a per minute rate;
  - (g) Web Conferencing service powered by Microsoft Office Live Meeting: which allows you to conduct online conferences using personal computers with Internet browsers and Internet connections, charged at a per minute rate or according to various subscription options;
  - (h) Telstra Video Collaboration service (previously known as IP Video Collaboration service): which allows you to conduct online conferences with a certain number of participants (depending on the subscription plan you select), using personal

# OUR CUSTOMER TERMS CONFERRING SECTION



computers with Internet browsers and Internet connections with video, audio and data collaboration capabilities; and

- (i) Telstra Video Conferencing - BlueJeans service: which allows you to conduct online video conferences using internet-connected personal computers, mobile devices or dedicated video-conferencing and Telepresence equipment.

## 3 GENERAL

### Our rights to cancel your service

- 3.1 We may cancel your Conferencing services in accordance with the General Terms of Our Customer Terms.
- 3.2 If the General Terms for Corporate Customers apply to you, we may also cancel your Conferencing service at any time if we tell you at least 30 days beforehand. If we cancel your Conferencing services in this way, we will not charge you any early termination fee.

### Optional support services

- 3.3 If we determine that you are eligible for the following services, then we may provide them to you at no additional charge:
  - (a) Intranet Content: we will provide you with a royalty-free, non-transferable, non-exclusive licence to use our intranet web page solely for the purpose of enabling you to incorporate it into your intranet site. The web page contains descriptions of our conferencing services, tips on which service option is suitable for you, references on how to book conferences and user guides.
  - (b) Account Establishment: we will provide a facility that enables you to establish all of your user accounts at the same time as you sign up to our Conferencing services, rather than having each of your users sign up with us separately.
  - (c) Reporting: we will provide monthly or periodic reports setting out detailed information regarding the usage of the Conferencing services for that month or period. Except for the Web Conferencing service, you must provide us with at least one active email address in order to receive these reports. The charges set out in the monthly report may differ from the amount on your invoice for the Conferencing services, as the report and the invoice may cover different time periods.
  - (d) Communication Materials: we will provide you with a royalty-free, non-transferable, non-exclusive licence to use our template memorandum solely for the purpose of enabling you to introduce us as your conferencing service provider.
  - (e) Customer Support Solutions: we will provide additional support for your employees by giving them hands-on training, educational material and product demonstrations in relation to the use of the Conferencing services.

### Security

- 3.4 You are responsible for ensuring the confidentiality of any call in numbers, account numbers, authentication details and personal identification numbers (PIN) issued to you as part of the Conferencing services.

## OUR CUSTOMER TERMS CONFERRING SECTION



- 3.5 You must notify us if you suspect that your authentication details have been disclosed to another person without your consent.
- 3.6 We are not liable for any loss or damage that you or any other person suffer as a result of your use of the Conferencing services or from disclosing your account number, authentication details, PIN or call in number(s).
- 3.7 You are solely responsible for all use of the Conferencing services using your authentication details, regardless of whether or not the use was authorised by you. Except if such loss or damage is caused by our negligence or material breach of these terms, we are not liable to you for any loss or damage that you or any other person suffers as a result of your use of the Conferencing services or from you disclosing your authentication details.

### Acceptable Use Policy

- 3.8 You must not use the Conferencing services, attempt to use the Conferencing services or allow the Conferencing services to be used in any way:
- (a) which results in you or us breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct, or a voluntary code of conduct that you have agreed to comply with;
  - (b) which results, or could result in damage to property or injury to any person or to harass, menace or stalk people;
  - (c) which incites discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality;
  - (d) to send, display or be otherwise involved in material which is obscene or defamatory or which would be considered by a reasonable person to be offensive or abusive;
  - (e) to engage in misleading or deceptive business or marketing practice or conduct that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
  - (f) which infringes our rights or any other person's rights (including intellectual property rights and moral rights), constitutes a misuse of our or any other person's confidential information or which results in a breach by you of any obligation that you owe to any person;
  - (g) on a timeshare or service bureau basis; or
  - (h) to send unsolicited mass mailings outside your company or organisation.
- 3.9 You must:
- (a) comply with all laws and regulations (including any applicable export contract laws and regulations);
  - (b) not reverse engineer, decompile or otherwise discover the application programming interface of the Conferencing services; or
  - (c) not resell distribute, or otherwise use the Conferencing services to generate income.
- 3.10 A reference to "you" in relation to the Acceptable Use Policy includes a reference to your

# OUR CUSTOMER TERMS CONFERRING SECTION



officers, employees, contractors, agents and anyone else (other than us or our representatives) who uses the Conferencing services.

- 3.11 You must not use any material provided to you as part of the Conferencing services (including publishing or distributing such material) other than in accordance with these terms, with our prior consent or as permitted by law.

## Connection monitoring and recording

- 3.12 You acknowledge that we may monitor conference participants' connection status during the conference (although not the content of the conference unless you ask us to do so under one of the optional features). We will not enter an established conference (other than to seek permission to do so) without authorisation from the conference chairperson. We will warn you before entering the conference.
- 3.13 On your request, we may record your Operator Hosted Phone Conferences, Self Hosted Phone Conferences, Telstra Integrated Audio with WebEx conferences and your Web Conferences powered by Microsoft Office Live Meeting.

## 4 OPERATOR HOSTED PHONE CONFERRING

### What is Operator Hosted Phone Conferencing?

- 4.1 The Operator Hosted Phone Conferencing service allows you to conduct a phone conference between you and your participants that is managed by us. The Operator Hosted Phone Conferencing service involves you booking a phone conference and us dialling your participants on your behalf. We will manage the conference for its duration. The conference begins when all participants are connected.

### Booking

- 4.2 You may make a conference booking, request assistance for your conference or report any fault or problem by contacting us at any time 24 hours a day, seven days a week by telephone, facsimile email or via our website on:
- (a) FREECALL 1800 011 080;
  - (b) Overseas dial +61 3 9693 4710;
  - (c) FREEFAX 1800 636 776;
  - (d) [conferencing@team.telstra.com](mailto:conferencing@team.telstra.com); or
  - (e) the Telstra Conferencing page on our website at <http://www.telstraenterprise.com/conferencingcollaboration/Pages/home.aspx>.
- 4.3 You must book the Operator Hosted Phone Conferencing service at least 24 hours before the scheduled start time for each conference ("start time") and must notify us at the time you book a conference if you wish to acquire any of the optional features for that conference.

### Booking cancellations

- 4.4 You may cancel a conference booking without charge if you give us at least one hour's notice before the start time.

## OUR CUSTOMER TERMS CONFERRING SECTION



- 4.5 We may charge you a cancellation fee if:
- (a) you cancel or reschedule a booking with less than an hour's notice before the start time; or
  - (b) a participant of the phone conference does not attend the conference.
- 4.6 If you cancel the Question Queuing, Polling or Question Queuing & Polling optional features less than an hour before the start time, then we will charge you the entire fee for that optional feature.

### Charges

- 4.7 The charges are on a per line, per minute basis, except set-up fees and cancellation fees which are on a per line per conference basis. Participants calling from a mobile phone may be charged for their call by their mobile services provider.
- 4.8 If you have Australian fixed line services, we will bill all charges for the Operator Hosted Phone Conferencing service to one of your Australian fixed line services. For plans entered on and from 16 February 2009, any Australian fixed line service nominated by you for billing purposes must be a Telstra Australian fixed line service.
- 4.9 If your telephone account used as your charge number is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you must notify us within two working days and provide us with another charge number. If you fail to notify us, we may immediately cancel your Operator Hosted Phone Conferencing service.
- 4.10 For plans entered into before 16 November 2009, the charges payable for the Operator Hosted Phone Conferencing service are set out below:

FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
<b>Standard features (Operator call-out)</b>	Local (Local calls only apply in Australian capital cities (except Canberra). If you select single point charging when you book a conference, the area for local calls is determined by the location of the majority of participants. However, if you select individual charging when you book a conference, the area for local	\$0.15	\$0.13	\$0.14	\$0.15	\$0.15



# OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
	calls is determined by the location of the conference chairperson.					
	Intrastate	\$0.40	\$0.18	\$0.20	\$0.23	\$0.27
	Interstate/Mobile	\$0.70	\$0.29	\$0.32	\$0.36	\$0.41
	International	\$2.30	\$0.41	\$0.45	\$0.51	\$0.56
	Set up fees-domestic. A set up fee will also be payable for any lines which are booked but are not used during a conference.	\$6.00	\$2.73	\$2.73	\$3.18	\$3.64
	Set up fees-international. A set up fee will also be payable for any lines which are booked but are not used during a conference.	\$9.00	\$4.09	\$4.09	\$4.55	\$5.00
	Domestic Cancellation fee	\$6.00	No charge	No charge	No charge	No charge
	International Cancellation fee	\$9.00	No charge	No charge	No charge	No charge
<b>Standard features (Operator call-in)</b>	Domestic toll-free	\$0.70	\$0.32	\$0.32	\$0.36	\$0.41
	Metered	\$0.40	\$0.18	\$0.18	\$0.20	\$0.23
	International Toll Free	\$2.30	\$0.41	\$0.41	\$0.55	\$0.73
	Cancellation fee	\$6.00	No charge	No charge	No charge	No charge
	Roll call	No charge	No charge	No charge	No charge	No charge
	Taping (for each 90 minute tape, including postage and handling)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
	CD recording	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

# OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
	(for a single CD, including postage and handling)					
	Additional CD recording (required when the conference recording does not fit on a single CD or if additional copies are required)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
	Playback tape – tape of a previous conference is played back to participants who dial in or are called out (per playback session). Per minute charges also apply.	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
	Digital recording (per 90 minutes of recording). The recording will be stored for one week and then archived for three weeks before it is deleted.	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	- to record more than 90 minutes (per extra 90 min)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	- to store for more than one week (per extra week).	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	Playback digital recording (digital record of a previous conference that is digitally recording is	\$0.55	\$0.08	\$0.11	\$0.20	\$0.25

# OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
	played back to participants who dial in) – per min/link					
	- Metered domestic (per min/link)	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
	- Metered international (per min/link)	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
	Ring back (verbal notification of conference cost, available the next business day following the conference)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Fax back (faxed notification of conference cost, available the next business day following the conference)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
	Fax back confirmation (faxed confirmation of booked conference)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
	Question queuing – enables participants to indicate their questions to the operator without interrupting the conference; the operator then introduces the question	\$275.00 for the first hour or part thereof, and \$4.58 per minute after the first hour	\$275.00 for the first hour or part thereof, and \$4.58 per minute after the first hour	\$275.00 for the first hour or part thereof, and \$4.58 per minute after the first hour	\$275.00 for the first hour or part thereof, and \$4.58 per minute after the first hour	\$275.00 for the first hour or part thereof, and \$4.58 per minute after the first hour
	Polling (voting) – operator conducts a poll on the questions to be decided by conference	\$250.00 for the first hour or part thereof, and \$4.17	\$250.00 for the first hour or part thereof, and \$4.17 per minute after	\$250.00 for the first hour or part thereof, and \$4.17 per minute after	\$250.00 for the first hour or part thereof, and \$4.17	\$250.00 for the first hour or part thereof, and \$4.17 per minute after the first hour

# OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
	participants	per minute after the first hour	the first hour	the first hour	per minute after the first hour	
	Question queuing & polling	\$375.00 for the first hour or part thereof, and \$6.25 per minute after the first hour	\$375.00 for the first hour or part thereof, and \$6.25 per minute after the first hour	\$375.00 for the first hour or part thereof, and \$6.25 per minute after the first hour	\$375.00 for the first hour or part thereof, and \$6.25 per minute after the first hour	\$375.00 for the first hour or part thereof, and \$6.25 per minute after the first hour
	Security	No charge	No charge	No charge	No charge	No charge
	Continuous audio monitoring – operator is connected and can hear the whole conference; operator introduces participants into the conference at the request of the chairperson	\$100.00 for the first hour or part thereof, and \$1.60 per minute after the first hour	\$100.00 for the first hour or part thereof, and \$1.60 per minute after the first hour	\$100.00 for the first hour or part thereof, and \$1.60 per minute after the first hour	\$100.00 for the first hour or part thereof, and \$1.60 per minute after the first hour	\$100.00 for the first hour or part thereof, and \$1.60 per minute after the first hour
	Sub-conferencing (enables two or more conference participants to engage in a separate conference)	No charge	No charge	No charge	No charge	No charge

All prices are GST exclusive.

*Metered means a conference where participants pay their own access call charges to dial into a conference (ie local, IDD or STD charges). You may request that participants pay a metered conferencing charge as well as any local, IDD or STD charges. Participants will need to provide a nominated Australian fixed line charge number or their Telstra Telecard number to the operator at the time of connection. Metered access is only applicable to Operator call-in.*

*Toll Free means a conference where participants have freecall access to dial into a conference.*

4.11 For plans entered into on and from 16 November 2009, the charges payable for the Operator Hosted Phone Conference service are set out in your application form or other agreement with us.

# OUR CUSTOMER TERMS CONFERRING SECTION



## Minimum Term and Minimum Spend

4.12 The Operator Hosted Phone Conferencing service plans entered into before 16 November 2009 have the minimum term and minimum spend requirements set out below.

PRICING PLAN	MINIMUM TERM	ANNUAL MINIMUM SPEND
Standard	12 months	No minimum spend
Enterprise Gold	24 months	\$350,000.00
Enterprise	24 months	\$60,000.00
Business	12 months	\$10,000.00
Entrepreneur	12 months	\$2,000.00

*All annual minimum spend amounts are GST exclusive.*

4.13 The Operator Hosted Phone Conference plans entered into on or after 16 November 2009, the minimum term and minimum spend requirements are set out in your application form or other agreement with us.

## Early Termination Fee

4.14 For plans entered into on and from 16 February 2009, if you cancel or terminate your Operator Self-Hosted Phone Conferencing service before the expiry of the minimum term set out in your application form for any reason other than our breach, or if we cancel the provision of your Operator Self-Hosted Phone Conferencing services due to your breach, we may charge you an early termination fee calculated as follows:

$$A \times B \times 40\%$$

A = a twelfth of the annual minimum spend.

B = the number of months (or part of a month) remaining in the minimum term.

4.15 You acknowledge that the early termination fee is a genuine pre-estimate of the loss that Telstra is likely to suffer.

## Minimum Spend Fee

4.16 If your actual annual spend is less than the annual minimum spend of the pricing plan that you have selected, we may charge you the difference between your annual minimum spend and your actual spend for the service during the minimum term. This charge will appear on the next Australian fixed line service bill following the end of each annual period, unless we notify you otherwise.

## 5 SELF HOSTED PHONE CONFERRING

### What is Self Hosted Conferencing?

5.1 The Self-Hosted Phone Conferencing service involves you booking a phone conference with us and distributing the conference details to your participants. Your participants will then be required to dial an access number and to key in an account number and PIN at the pre-arranged phone conference time. The conference begins when the host participant is connected.

# OUR CUSTOMER TERMS CONFERENCING SECTION



## Registration

- 5.2 You must register with us to receive the Self-Hosted Phone Conference service. The registration process may take up to one business day unless you register by telephone in which case the registration process may take up to one hour.
- 5.3 You can register, make a conference booking, request assistance for your conference or report any fault or problem by contacting us at any time 24 hours a day, seven days a week by telephone, facsimile, email or via our website on:
- (a) FREECALL 1800 011 080;
  - (b) Overseas dial +61 3 9693 4710;
  - (c) FREEFAX 1800 636 776;
  - (d) [conferencing@team.telstra.com](mailto:conferencing@team.telstra.com); or
  - (e) the Telstra Conferencing page on our website at <http://www.telstraenterprise.com/conferencingcollaboration/Pages/home.aspx>.
- 5.4 When you register and we confirm the booking for the Self-Hosted Phone Conference service, we will provide you with:
- (a) a list of dial in numbers and PIN, which you can use multiple times without having to re-book for each conference; or
  - (b) a conference reservation number, a 1800 call-in number and PIN which will be valid for only one conference.

Your participants will use this call-in number and PIN to access your pre-arranged phone conference.

- 5.5 We will email the confirmation of your reservation and/or booking to you at the email address you provide us with when you register with us. We will also mail the confirmation to you.

## Charges

- 5.6 We will bill all charges for the Self-Hosted Phone Conference service to one of your Australian fixed line services. For plans entered on and from 16 February 2009, any Australian fixed line service nominated by you for billing purposes must be a Telstra Australian fixed line service. If you do not have a Telstra Australian fixed line service, you will need to acquire one before you acquire the Self Hosted Phone Conference service.
- 5.7 If your telephone account used as your charge number is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you must notify us within two working days and provide us with another charge number. If you fail to notify us, we may immediately cancel your Self-Hosted Phone Conferencing service.
- 5.8 Participants calling from a mobile phone may be charged an additional charge for their call by their relevant mobile services provider.
- 5.9 For plans entered into before 16 November 2009, the charges payable for the Self-Hosted Phone Conference service are set out below:

# OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
<b>Standard features</b>	Domestic toll-free (per minute, per line)	\$0.55	\$0.08	\$0.12	\$0.18	\$0.25
	Metered (per minute, per line)	\$0.35	\$0.05	\$0.08	\$0.12	\$0.16
	International toll free (per minute, per line)	\$2.30	\$0.41	\$0.45	\$0.59	\$0.73
<b>Optional features</b>	Digital recording (per 90 minutes of recording). The recording will be stored for one week and then archived for three weeks before it is deleted.	\$50.00	\$18.18	\$18.18	\$22.73	\$27.27
	- to record more than 90 minutes (per extra 90 min)	\$50.00	\$18.18	\$18.18	\$22.73	\$27.27
	- to store for more than one week (per extra week)	\$50.00	\$18.18	\$18.18	\$22.73	\$27.27
	Playback digital recording (digital record of a previous conference that is digitally recording is played back	\$0.55	\$0.08	\$0.11	\$0.20	\$0.25

## OUR CUSTOMER TERMS CONFERRING SECTION



FEATURES	TYPE OF CHARGE	STANDARD	ENTERPRISE GOLD	ENTERPRISE	BUSINESS	ENTREPRENEUR
	to participants who dial in) – per min/link					
	Self Hosted Premium/ Online call out charge (available to Premium Self-Hosted Phone Conferencing accounts only)	\$0.55	\$0.08	\$0.11	\$0.20	\$0.25
	Security	No charge	No charge	No charge	No charge	No charge

All prices are GST exclusive.

*Metered means a conference where participants pay their own access call charges to dial into a conference (ie local, IDD or STD charges).*

*Toll Free means a conference where participants have freecall access to dial into a conference.*

5.10 For plans entered into on and from 16 November 2009, the charges payable for the Self-Hosted Phone Conference service are set out in your application form or other agreement with us.

### Minimum Term and Minimum Spend

The Self-Hosted Phone Conference plans entered into before 16 November 2009, have the minimum term and minimum spend requirements set out below.

PRICING PLAN	MINIMUM TERM	ANNUAL MINIMUM SPEND
Standard	12 months	No minimum spend
Enterprise Gold	24 months	\$350,000.00
Enterprise	24 months	\$60,000.00
Business	12 months	\$10,000.00
Entrepreneur	12 months	\$2,000.00

All annual minimum spend amounts are GST exclusive.

5.11 The Self-Hosted Phone Conference plans entered into on or after 16 November 2009, the minimum term and minimum spend requirements are set out in your application form or other agreement with us.

### Early Termination Fee

5.12 For plans entered into on and from 16 February 2009, if you cancel or terminate your Self-Hosted Phone Conferencing service before the expiry of the minimum term set out in your



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application form for any reason other than our breach, or if we cancel the provision of your Self-Hosted Phone Conferencing services due to your breach, we may charge you an early termination fee calculated as follows:

$$A \times B \times 40\%$$

A = a twelfth of the annual minimum spend.

B = the number of months (or part of a month) remaining in the minimum term.

- 5.13 You acknowledge that the early termination fee is a genuine pre-estimate of the loss that Telstra is likely to suffer.

### Minimum Spend Fee

- 5.14 If your actual annual spend is less than the annual minimum spend of the pricing plan that you have selected, we may charge you the difference between your annual minimum spend and your actual spend for the service during the minimum term. This charge will appear on the next Australian fixed line service bill following the end of each annual period, unless we notify you otherwise.

### Integration with Web Conferencing service powered by WebEx

- 5.15 If you have or acquire both the Self-Hosted Phone Conferencing service and the Web Conferencing service powered by WebEx from us, we can integrate these two services together. This means that your web conference and phone conference will be linked together, enabling participants to enter via the web meeting link. The integrated solution allows account holders to control their Self-Hosted Phone Conference from within the Web Conference and provides functionality such as mute/unmute, expel, restrict access and invite by phone.
- 5.16 The terms and conditions (including the charges and any minimum term and annual minimum spend) for each service will apply independently of each other. The charges for one service will not count towards any minimum spend requirements for the other service, for example, Web Conferencing service powered by WebEx charges will not count towards any minimum spend requirement for the Self Hosted Phone Conferencing service.

## 6 CONFERRING EQUIPMENT

### What is the Conferencing Equipment service?

- 6.1 The Conferencing Equipment service is where we provide you with conferencing equipment
- 6.2 For plans entered into on and from 16 February 2009, the Conferencing Equipment service is only available in metropolitan areas and regional areas (as defined in the Special Meanings in this Conferencing section).

### Supply of Equipment

- 6.3 You may obtain the Conferencing Equipment service by completing and providing to us an application form for the Conferencing Equipment service.

### Installation

- 6.4 If you obtain the equipment with:

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- (a) Remote Installation: then you may contact the helpdesk for instructions, assistance and guidance on installing the equipment at the relevant site; or
- (b) On-Site Installation: then we will provide a person to attend the relevant site at a scheduled installation time to install the equipment.

6.5 Remote Installation and On-Site Installation will be performed during business hours. If you ask us to perform any work outside business hours, then we may charge you for that work at our then current fees and charges which we will notify to you at that time.

6.6 If you obtain the equipment with:

- (a) the Remote Installation option, then a conferencing helpdesk technician will liaise with you during business hours to assist you to install the equipment; and
- (b) the On-Site Installation option, then we will install the equipment at your nominated site at a time we have agreed in advance with you.

6.7 We will endeavour to deliver the equipment to you within 30 business days of accepting your application and will notify you of any delay.

6.8 You may request a special delivery of the equipment if you require the equipment in under 30 business days. We will notify you of the additional costs arising in respect of that request. If you agree to the terms of the special delivery, including the additional costs, then we will endeavour to carry out your request.

### **Transfer of ownership and risk**

6.9 On the date that the equipment is delivered to you:

- (a) we transfer the ownership of the equipment to you; and
- (b) you are responsible and liable for the equipment.

### **Maintenance**

6.10 If you require maintenance for the equipment in your application form, you may select one of the following options:

- (a) Manufacturer warranty management;
- (b) Helpdesk, warranty management and rapid parts replacement; and
- (c) On-site maintenance.

6.11 The only maintenance option available for audiovisual peripheral items is Manufacturer warranty management.

6.12 Your selected maintenance option starts from the date your equipment is installed.

### **Helpdesk**

6.13 If you select one of the maintenance options, we will provide you with support for the equipment through the Telstra Conference Assist Helpdesk ("helpdesk").

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6.14 The helpdesk can be contacted on 1800 064 279, between 7.00am and 7.00pm (or such other telephone number and hours we notify you) each business day.

### **Manufacturer warranty management**

6.15 Manufacturer warranty management is available during the manufacturer's warranty period for your equipment. The term of this warranty period is set out in your application form.

6.16 If you select Manufacturer warranty management:

- (a) you may notify helpdesk of an equipment failure;
- (b) the helpdesk will notify the manufacturer of the reported failure; and
- (c) on helpdesk's instructions, you must send the equipment to the manufacturer at your expense; and
- (d) the manufacturer will repair or replace the equipment in accordance with the terms of the warranty and return it to you at their cost.

6.17 You are responsible for any loss or damage to the equipment up to and including the time the manufacturer accepts delivery of the returned equipment.

6.18 We are not responsible for the acts and omissions of the manufacturer.

6.19 You are responsible for all costs and repairs which are not covered by the manufacturer's warranty.

### **Helpdesk, manufacturer warranty management and rapid parts replacement**

6.20 If you select Helpdesk, warranty management and rapid parts replacement and the helpdesk is unable to resolve a fault in your equipment over the phone or within 30 minutes of your initial call to the helpdesk, you must send the equipment to an address nominated by us, at our expense.

6.21 You are responsible for any loss or damage to the equipment up to and including the time we accept delivery of the returned equipment.

6.22 We will repair the returned equipment or replace it with new or reconditioned equipment, at our expense, within five days of receiving your equipment.

6.23 We will be responsible for any loss or damage to the repaired or replaced equipment up to the time that it is delivered to you.

6.24 You are responsible for all costs and repairs which are not covered by Helpdesk, warranty management and rapid parts replacement.

6.25 If we send replacement equipment to you, the equipment that you returned to us becomes our property.

### **On-site maintenance**

6.26 If you select the On-Site Maintenance and the helpdesk is unable to resolve a fault in your equipment over the phone or within 30 minutes of your initial call, the Helpdesk will either:

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- (a) provide maintenance in accordance with Helpdesk, warranty management and rapid parts replacement; or
- (b) arrange to attend the relevant site and diagnose the fault and advise you as to the steps that need to be taken to resolve the fault.

6.27 If our testing and examination determines that there is no fault with the equipment, or if the fault with the equipment is due to:

- (a) a failure to follow our installation, operation, maintenance or other instructions;
- (b) unauthorised product modification or alteration;
- (c) unauthorised use of common carrier communication services accessed through the product;
- (d) abuse, misuse, negligent acts or omissions by you or any person under your control; or
- (e) acts of third parties (other than those under our control), natural disasters, accident, fire, lightning, power surges or outages, or other hazards,

then we may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any faults with the equipment.

### **Response and restoration**

6.28 We aim to answer 90% of helpdesk calls within 30 seconds.

6.29 If you obtain On-Site Maintenance, then we will aim to:

- (a) attend your site, and diagnose the reported fault with the equipment by the next business day after the initial call to the helpdesk; and
- (b) place an order for any replacement equipment to replace the faulty equipment by the next business day after we attend your site.

6.30 We will provide On-Site Maintenance between 8.30am and 5.30pm on each business day in the time zone of the relevant site.

6.31 On your request, we will provide you with temporary replacement equipment for any faulty equipment at an additional cost to you.

6.32 We will not be liable for any failure to meet the targets set out above.

### **Your obligations**

6.33 You agree to:

- (a) use the equipment with the relevant Conferencing service and in accordance with our directions;
- (b) provide proper accommodation for the equipment including a secure and dry environment for the equipment where it is safe from damage or loss;

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- (c) take proper care of the equipment to ensure that the equipment is not damaged, destroyed or stolen while it is in your possession or control;
- (d) co-operate with, and provide all reasonable assistance to the helpdesk when requesting for any assistance, instructions or guidance;
- (e) not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the equipment except by us or by a person authorised by us; and
- (f) 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.

6.34 You permit us or our sub-contractors to enter your site (on reasonable notice) to perform:

- (a) On-Site Installation; or
- (b) On-Site Maintenance.

6.35 In providing access to the relevant site, you must provide us and our subcontractors with 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 and personnel as required to carry out the installation, inspection, maintenance, repair, replacement or removal.

6.36 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 site.

### Fees and charges

6.37 The fees and charges applicable to the Conferencing Equipment service are set out in the application form or other agreement with us.

We will charge you from the date that we deliver the equipment to you.

### Early Termination Fee

6.38 If you cancel your Conferencing Equipment services before the expiry of the minimum term set out in your application form, or if we cancel the provision of your Conferencing Equipment services due to your breach, we may charge you an Early Termination Fee calculated as follows:

$$\text{ETF} = A \times ((B - C) / 30)$$

A = the relevant Monthly Charge for the month immediately preceding the month during which the relevant equipment (or service) is cancelled.

B = the total number of days in the minimum term.

C = the number of days from the start of the minimum term up to and including the date of cancellation.

The Early Termination Fee is a genuine pre-estimate of the loss we are likely to suffer.

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- 6.39 If you select the Upfront Payment option in your application form and we cancel the provision of your Conferencing Equipment service due to your breach, we do not have to refund any Upfront Payment to you.

### 7 HOSTED ISDN VIDEO CONFERENCING SERVICE

#### What is the Hosted ISDN Video Conferencing service?

- 7.1 The Hosted ISDN Video Conferencing service allows you to conduct a video conference between you and your participants over our multipoint control unit(s) ("bridge").
- 7.2 There are two types of video conference available with the Hosted ISDN Video Conferencing service:
- (a) Point-to-Point Video Conference: which is a video conference between two video conference units, achieved by a bridge dialling out to both units; and
  - (b) Multi-Point Video Conference: which is a video conference between three or more video conference units.

We will advise you of the type of video conference that will apply when you request us to provide the Hosted ISDN Video Conferencing service to you.

- 7.3 The Hosted ISDN Video Conferencing service does not include the underlying ISDN service. The terms and conditions (including any fees and charges) applicable to the underlying ISDN service are set out in the ISDN section of Our Customer Terms. Some mobile phones may have the functionality to enable a participant to utilise the Hosted ISDN Video Conferencing service through the mobile phone. If a participant does this, the Hosted ISDN Video Conferencing service does not include charges for you or a participant using a mobile phone for your service. The applicable fees for video conferencing through a mobile phone will be set out in the terms and conditions of your mobile phone service.

#### Bookings and scheduling

- 7.4 You may schedule and book the Hosted ISDN Video Conferencing service at least 24 hours in advance by contacting us by facsimile, email or via our website on:
- (a) FREEFAX 1800 670 198 (within Australia);
  - (b) Fax + 61 3 9654 1392 (outside Australia);
  - (c) [conferencing@team.telstra.com](mailto:conferencing@team.telstra.com); or
  - (d) the Telstra Conferencing page on our website at <http://www.telstraenterprise.com/conferencingcollaboration/Pages/home.aspx>.
- 7.5 If you require a Hosted ISDN Video Conferencing service on less than 24 hours notice, you may contact us during the hours of 07:00 - 21:00 EST, Monday to Friday. We cannot guarantee that we will meet your request where a video conference is requested with less than 24 hours notice.
- 7.6 Where possible, we will test the connection if you are using the Hosted ISDN Video Conferencing service at a particular site for the first time ("site registration"). You are responsible for:

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- (a) notifying us that you require site registration;
- (b) agreeing to a time to conduct site registration with us;
- (c) attending site registration; and
- (d) ensuring that your video conferencing equipment operates at site registration.

7.7 We will provide you with one or more 30-minute extensions if you have not completed your video conference within the time you have booked. If the bridge has insufficient capacity for the extension, we will give you 15 minutes notice of the end of the video conference and will provide you and your participants with the option of reconnecting the video conference on another bridge. We will charge you the per minute charge for any such extension to or reconnection of your conference, but we will not charge you for changing bridges.

### Your obligations

7.8 To use the Hosted ISDN Video Conferencing service, you must:

- (a) arrange to have access to operating Video Conferencing hardware and software (including network connectivity);
- (b) know how to operate the Video Conferencing hardware and/or software; and
- (c) have notified all participants of any videoconference of the details of the videoconference including the commencement time and duration.

7.9 If you have any general queries about Hosted ISDN Video Conferencing Service you can contact us by facsimile, email or via our website or you can call us on:

- (a) 1800 033 539 (inside Australia); or
- (b) +61 3 9693 4209 (outside Australia).

### Charges - General

7.10 The charges for the Hosted ISDN Video Conferencing service are based on:

- (a) whether the video conference is a Point-to-Point or Multi-Point Video Conference (a Multi-Point Video Conference service has additional charges such as a set up fee, which is payable where the bridge initiates a video conference call to the sites);
- (b) for a Multi-Point Video conferencing service, whether the sites call in to the bridge or whether the bridge calls out to the sites;
- (c) a per minute charge for the duration of the video conference. For the Point-to-Point Video Conferencing service, there is no minimum charge. For the Multi-Point Video Conferencing service, there is a minimum charge of 15 minutes;
- (d) the number of sites connected (for a Multi-Point Video Conference);
- (e) the bandwidth at which the sites connect; and
- (f) the locality of the sites.

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- 7.11 If a video conference does not satisfy the definition of a Point-to-Point Video Conference we will charge the fees applicable to a Multi-Point Video Conference (including any optional features).
- 7.12 For example, we will charge the fees applicable to a Multi-Point Video Conference if:
- (a) a third party is added to a Point-to-Point Video Conference at any point during the video conference;
  - (b) your video conference units call in to the Telstra Video Conferencing bridges; or
  - (c) your video conference call involves three or more video conference units.
- 7.13 The following types of connections are not video conferences and will be charged at standard ISDN calls in accordance with the ISDN section of Our Customer Terms:
- (a) an audio call dialled out from the bridge;
  - (b) a connection that does not use the Telstra Video Conferencing service; and
  - (c) any type of connection that does not satisfy the definition of either a Point-to-Point or Multi-Point Video Conference.
- 7.14 In the sections below for Point-to-Point Video Conferencing Charges and Multi-Point Video Conferencing Charges:
- (a) Local means where both video conferencing endpoints are located in Australia. For a Point-to-Point Video Conference, the video conferencing endpoints must be less than or equal to 50 kilometres from each other (as determined by us). For a Multi-Point Video Conference, the video conferencing endpoints must be less than or equal to 50 kilometres from the central business district of the capital city determined as the location of the Telstra bridge for the purposes of a Multi-Point Video Conference call (as determined by us);
  - (b) National means where both video conferencing endpoints are in Australia. For a Point-to-Point Video Conference, the video conferencing endpoints must be greater than 50 kilometres from each other (as determined by us). For a Multi-Point Video Conference, the video conferencing endpoints must be greater than 50 kilometres from the central business district of the capital city determined as the location of the Telstra bridge for the purposes of a Multi-Point Video Conference call (as determined by us); and
  - (c) International means where one or more video conferencing endpoints are outside Australia.

### **Point-to-Point Video Conferencing Charges**

- 7.15 The charges for Point-to-Point Video Conferencing (including ISDN call charges) are set out in the tables below.



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<b>CALL-OUT CHARGES (PER CONFERENCE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) WITHIN AUSTRALIA (GST EXCL.)</b>					
<b>LOCALITY</b>	<b>SPEED</b>				<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	<b>512 KBPS / HR</b>	
Local	\$3.20	\$6.40	\$9.60	\$12.80	\$2.31
National	\$17.60	\$35.20	\$52.80	\$70.40	\$14.41

<b>INTERNATIONAL CALL-OUT CHARGES (PER CONFERENCE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Argentina	\$238.14	\$476.28	\$714.42	NZ* \$93.83
Austria	\$211.68	\$423.36	\$635.04	Other* \$154.34
Belgium	\$211.68	\$423.36	\$635.04	
Brazil	\$238.14	\$476.28	\$714.42	
Canada	\$189.00	\$378.00	\$567.00	
China (People's Republic)	\$225.54	\$451.08	\$676.62	
Croatia	\$211.68	\$423.36	\$635.04	
Czech Rep	\$211.68	\$423.36	\$635.04	
Denmark	\$204.12	\$408.24	\$612.36	
Egypt	\$272.16	\$544.32	\$816.48	
Fiji	\$225.54	\$451.08	\$676.62	
Finland	\$204.12	\$408.24	\$612.36	
France	\$204.12	\$408.24	\$612.36	
Germany	\$211.68	\$423.36	\$635.04	
Greece	\$211.68	\$423.36	\$635.04	
Hong Kong	\$200.34	\$400.68	\$601.02	
Hungary	\$211.68	\$423.36	\$635.04	
India	\$225.54	\$451.08	\$676.62	

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<b>INTERNATIONAL CALL-OUT CHARGES (PER CONFERENCE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Indonesia	\$216.72	\$433.44	\$650.16	
Ireland	\$189.00	\$378.00	\$567.00	
Israel	\$238.14	\$476.28	\$714.42	
Italy	\$204.12	\$408.24	\$612.36	
Japan	\$225.54	\$451.08	\$676.62	
Korea	\$216.72	\$433.44	\$650.16	
Liechtenstein	\$211.68	\$423.36	\$635.04	
Lithuania	\$211.68	\$423.36	\$635.04	
Luxembourg	\$211.68	\$423.36	\$635.04	
Macau	\$378.00	\$756.00	\$1,134.00	
Malaysia	\$216.72	\$433.44	\$650.16	
Mexico	\$211.68	\$423.36	\$635.04	
Monaco	\$211.68	\$423.36	\$635.04	
New Caledonia	\$225.54	\$451.08	\$676.62	
Netherlands	\$211.68	\$423.36	\$635.04	
New Zealand	\$117.18	\$234.36	\$351.54	
Norway	\$204.12	\$408.24	\$612.36	
Palestine, (State of)	\$238.14	\$476.28	\$714.42	
Philippines	\$216.72	\$433.44	\$650.16	
Poland	\$211.68	\$423.36	\$635.04	
Portugal	\$211.68	\$423.36	\$635.04	
Russia	\$272.16	\$544.32	\$816.48	
Singapore	\$200.34	\$400.68	\$601.02	
Slovak Rep	\$378.00	\$756.00	\$1,134.00	
Slovenia	\$211.68	\$423.36	\$635.04	
Spain	\$211.68	\$423.36	\$635.04	
South Africa	\$229.32	\$458.64	687.96	
Sweden	\$204.12	\$408.24	\$612.36	
Switzerland	\$211.68	\$423.36	\$635.04	
Taiwan	\$225.54	\$451.08	\$676.62	

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<b>INTERNATIONAL CALL-OUT CHARGES (PER CONFERENCE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Thailand	\$216.72	\$433.44	\$650.16	
United Arab Emirates	\$272.16	\$544.32	\$816.48	
United Kingdom	\$189.00	\$378.00	\$567.00	
United States	\$189.00	\$378.00	\$567.00	
Ukraine	\$272.16	\$544.32	\$816.48	
Vietnam	\$504.00	\$1,008.00	\$1,512.00	

\* Not all listed destinations will be reachable if participating by mobile telephone.

## Multi-Point Video Conferencing Charges

7.16 The charges for Multi-Point Video Conferencing are set out in the tables below. The charges for call-in Multi-Point Video Conferencing do not include ISDN call charges which you must pay separately, in accordance with the ISDN section of Our Customer Terms. The charges for call-out Multi-Point Video Conferencing include ISDN call charges.

<b>CALL-IN CHARGES (PER SITE PER HOUR, EXCLUSIVE OF UNDERLYING ISDN CALL CHARGES)</b>	
<b>TYPE OF CHARGE</b>	<b>VIDEO BRIDGE CHARGE (GST EXCL.)</b>
Video Connection	\$35.00
Audio Connection (land-line and audio-only mobile)*	\$21.00

\* Video-enabled mobile telephones will not be able to call in to the Telstra Video Conferencing bridge. The Telstra Video Conferencing bridge will call out to that participant.

<b>SET UP FEES (APPLICABLE TO A CALL OUT MULTI-POINT VIDEO CONFERENCE ONLY)</b>	
<b>SERVICE</b>	<b>GST EXCL.</b>
National (15 mins)	\$10.00
National (30 mins)	\$25.00
International (15 mins)	\$25.00
International (30 mins)	\$100.00

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<b>CALL-OUT CHARGES (PER SITE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) WITHIN AUSTRALIA (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Local	\$38.20	\$41.40	\$44.60	\$23.34
National	\$52.60	\$70.20	\$87.80	\$35.41

<b>INTERNATIONAL CALL-OUT CHARGES (PER SITE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Argentina	\$273.14	\$511.28	\$749.42	NZ* \$114.83
Austria	\$246.68	\$458.36	\$670.04	Other* \$175.34
Belgium	\$246.68	\$458.36	\$670.04	
Brazil	\$273.14	511.28	\$749.42	
Canada	\$224.00	\$413.00	\$602.00	
China (People's Republic)	\$260.54	\$486.08	\$711.62	
Croatia	\$246.68	\$458.36	\$670.04	
Czech Rep	\$246.68	\$458.36	\$670.04	
Denmark	\$239.12	\$443.24	\$647.36	
Egypt	\$307.16	\$579.32	\$851.48	
Fiji	\$260.54	\$486.08	\$711.62	
Finland	\$239.12	\$443.24	\$647.36	
France	\$239.12	\$443.24	\$647.36	
Germany	\$246.68	\$458.36	\$670.04	
Greece	\$246.68	\$458.36	\$670.04	
Hong Kong	\$235.34	\$435.68	\$636.02	
Hungary	\$246.68	\$458.36	\$670.04	
India	\$260.54	\$486.08	\$711.62	

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<b>INTERNATIONAL CALL-OUT CHARGES (PER SITE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)</b>				
<b>LOCALITY</b>	<b>SPEED</b>			<b>AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE</b>
	<b>128 KBPS / HR</b>	<b>256 KBPS / HR</b>	<b>384 KBPS / HR</b>	
Indonesia	\$251.72	\$468.44	\$685.16	
Ireland	\$224.00	\$413.00	\$602.00	
Israel	\$273.14	\$511.28	\$749.42	
Italy	\$239.12	\$443.24	\$647.36	
Japan	\$260.54	\$486.08	\$711.62	
Korea	\$251.72	\$468.44	\$685.16	
Liechtenstein	\$246.68	\$458.36	\$670.04	
Lithuania	\$246.68	\$458.36	\$670.04	
Luxembourg	\$246.68	\$458.36	\$670.04	
Macau	\$413.00	\$791.00	\$1,169.00	
Malaysia	\$251.72	\$468.44	\$685.16	
Mexico	\$246.68	\$458.36	\$670.04	
Monaco	\$246.68	\$458.36	\$670.04	
New Caledonia	\$260.54	\$486.08	\$711.62	
Netherlands	\$246.68	\$458.36	\$670.04	
New Zealand	\$152.18	\$269.36	\$386.54	
Norway	\$239.12	\$443.24	\$647.36	
Palestine, (State of)	\$273.14	\$511.28	\$749.42	
Philippines	\$251.72	\$468.44	\$685.16	
Poland	\$246.68	\$458.36	\$670.04	
Portugal	\$246.68	\$458.36	\$670.04	
Russia	\$307.16	\$579.32	\$851.48	
Singapore	\$235.34	\$435.68	\$636.02	
Slovak Rep	\$413.00	\$791.00	\$1,169.00	
Slovenia	\$246.68	\$458.36	\$670.04	
Spain	\$246.68	\$458.36	\$670.04	
South Africa	\$264.32	\$493.64	\$722.96	
Sweden	\$239.12	\$443.24	\$ 647.36	
Switzerland	\$246.68	\$458.36	\$670.04	
Taiwan	\$260.54	\$486.08	\$711.62	

# OUR CUSTOMER TERMS CONFERRING SECTION



INTERNATIONAL CALL-OUT CHARGES (PER SITE PER HOUR, INCLUSIVE OF UNDERLYING ISDN CALL CHARGES) (GST EXCL.)				
LOCALITY	SPEED			AUDIO CONNECTION (LAND-LINE AND AUDIO-ONLY MOBILE) AND VIDEO-ENABLED MOBILE
	128 KBPS / HR	256 KBPS / HR	384 KBPS / HR	
Thailand	\$251.72	\$468.44	\$685.16	
United Arab Emirates	\$307.16	\$579.32	\$851.48	
United Kingdom	\$224.00	\$413.00	\$602.00	
United States	\$224.00	\$413.00	\$602.00	
Ukraine	\$307.16	\$579.32	\$851.48	
Vietnam	\$539.00	\$1,043.00	\$1,547.00	

\* Not all listed destinations will be reachable if participating by mobile telephone.

## Amendments and Cancellations

7.17 The amendment charge and cancellation charge are set out in the table below.

TYPE OF CHARGE	GST EXCL.
Amendment charge	\$7.50
Cancellation charge	\$50.00

7.18 The amendment fee will apply for any change made to a video conference after it has been booked.

7.19 You may cancel a video conference booking without charge if you give us at least 24 hours notice before the scheduled start time for the video conference. If you give us less than 24 hours notice, we may charge you a cancellation fee.

## Faults

7.20 We will provide you with helpdesk support for the Hosted ISDN Video Conferencing service through the Telstra Conference Assist Helpdesk ("helpdesk"). The helpdesk does not provide any assistance for the ISDN network.

7.21 The helpdesk can be contacted on 1800 011 080, Monday to Friday, excluding national holidays recognised by us, between 7:00am to 7:00pm in the designated support centre's local time.

7.22 If we are unable to provide the Hosted ISDN Video Conferencing service for the entire duration of a video conference that you have booked, we will provide you with a rescheduled video conference of equivalent value.



## 8 WEB CONFERRING SERVICE POWERED BY WEBEX

### What is the Web Conferencing service powered by WebEx?

- 8.1 The Web Conferencing service powered by WebEx allows you to conduct online conferences using personal computers with Internet browsers and Internet connections.

### Charges

- 8.2 We will bill all charges for the Web Conferencing service powered by WebEx to one of your Australian fixed line services. For plans entered into on and from 16 November 2009, any Australian fixed line service nominated by you for billing purposes must be a Telstra Australian fixed line service. If you do not have a Telstra Australian fixed line service, you will need to acquire one before you acquire the Web Conferencing service powered by WebEx.
- 8.3 If your telephone account used as your charge number is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you must notify us within two working days and provide us with another billing or new account details. If you fail to notify us, we may immediately cancel the Web Conferencing service powered by WebEx.

### Other services and software

- 8.4 You must provide the telecommunications services necessary to access the Web Conferencing service powered by WebEx. For example, the charges for the Web Conferencing service powered by WebEx do not include charges associated with your access to and use of the Internet or any telecommunications charges associated with your use of the Web Conferencing service powered by WebEx.
- 8.5 We will provide the web conferencing software. You must provide all equipment and other software necessary to access the Web Conferencing service powered by WebEx.
- 8.6 You agree to comply with all applicable export control laws and regulations.

### Third Party Suppliers

- 8.7 You acknowledge that we purchase services from third party suppliers in order to provide the Web Conferencing service powered by WebEx to you. To the extent permissible by law, the following are excluded:
- (a) all express or implied warranties applying to our third party suppliers; and
  - (b) your rights to claim, from any third party supplier, any special, incidental and indirect damages which you suffer arising from or in relation to the Web Conferencing service powered by WebEx.
- 8.8 If one of our third party suppliers suspends or terminates a service we rely on to provide your Web Conferencing service powered by WebEx or an aspect of your Web Conferencing service powered by WebEx, we may suspend or terminate your Web Conferencing service powered by WebEx or that aspect of your Web Conferencing service powered by WebEx, as relevant, after giving you as much notice as is reasonably possible in the circumstances.
- 8.9 To receive the Web Conferencing service powered by WebEx, you must select:

# OUR CUSTOMER TERMS CONFERRING SECTION



- (a) the per minute option; or
- (b) for services entered into on and from 16 November 2009, the Telstra Integrated Audio with WebEx service (the terms and conditions (including charges) for this service are set out below in the Telstra Integrated Audio with WebEx service section of this section of Our Customer Terms); or
- (c) one or more of the subscription options.

## Per minute option

### Registration

- 8.10 You must register with us by visiting the Telstra Conferencing page on our website at <http://www.telstraenterprise.com/conferencingcollaboration/Pages/home.aspx> to receive the Web Conferencing service powered by WebEx per minute access, which may take up to one business day.
- 8.11 When you register and we confirm the booking for the Web Conferencing service powered by WebEx, we will confirm your registration by email and provide you with the following authentication details to enable participants to access the service:
- (a) a Web Conferencing account on our Telstra branded conferencing website, which you can use multiple times without having to re-book for each conference; or
  - (b) a reusable 1800 call-in number and PIN, which you can use multiple times without having to re-book for each conference.

### Charges

- 8.12 For the per minute option, we will charge you a standard charge as set out in the table below:

STANDARD CHARGE – PER MINUTE OPTION	GST EXCL.
Standard charge (per minute per user)	55¢

### Subscription option

- 8.13 If you would like a subscription option, you must select:
- (a) the service type or types (the options are Meeting Centre, Training Centre, Event Centre, Support Centre, Remote Access, Support Centre/Meeting Centre Bundle, Support Centre/Training Centre Bundle and Training Centre/Meeting Centre Bundle, all of which are described below); and
  - (b) the subscription option (the options are Seats/Ports, Committed Minutes and Named Host, all of which are described below).
- 8.14 If you select any of the subscription options:
- (a) you must agree to acquire the Web conferencing service powered by WebEx for a minimum term of at least 12 months from the activation date of your service. Your minimum term will be set out on your application form



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- (b) you must provide us with the information we require to provide the Web Conferencing service powered by WebEx at least 15 working days before the date that you first use the Web Conferencing service powered by WebEx. We will endeavour to notify you if the Web Conferencing service powered by WebEx will not be available by the first schedule start time; and
- (c) you authorise us to set up an administration account on your web conferencing site to enable us to provide you with technical and branding support. You acknowledge and agree that we may use this account for our own internal reporting requirements.

### Website

- 8.15 As part of the subscription options, we will create, host and maintain a website for you which will allow you to access the Web Conferencing service powered by WebEx.
- 8.16 If you provide us with branding, we may display it on the website which allows you to access the Web Conferencing service powered by WebEx. You grant us a non-exclusive, non-transferable, paid-up licence to use, reproduce and display the branding on a website for the purpose of providing the WebEx Subscription service to you. You grant us the right to sub-licence our rights set out in this clause to any third party who provides all or any part of the WebEx Subscription service on our behalf.
- 8.17 You promise that the use of the branding by us and our third party suppliers will not infringe any person's rights (including intellectual property rights and moral rights). You indemnify us for all loss, damage, injury, claim, demand, cost or expense (including legal fees and expenses) suffered by us as a result of any claim that the use of branding by us or our third party suppliers infringes the rights (including intellectual property rights and moral rights) of any person.

### Registration

- 8.18 You must contact us on 1800 011 080 or via your account executive to register for the subscription options.

### Service types

- 8.19 If you register for the subscription option, you must choose one or more of the following service types:
  - (a) Meeting Centre;
  - (b) Training Centre;
  - (c) Event Centre;
  - (d) Support Centre;
  - (e) Remote Access;
  - (f) Support Centre /Meeting Centre Bundle;
  - (g) Support Centre / Training Centre Bundle; or
  - (h) Training Centre / Meeting Centre Bundle.

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## CONFERRING SECTION



### Meeting Centre

- 8.20 Meeting Centre enables users to conduct interactive online meetings with features and functionality including sharing documents, applications, web browsers, whiteboards, annotation, note taking, chat, polling and file transfer, multi-point video, recording and playback, remote control and desktop sharing.
- 8.21 If you select the Meeting Centre option you must select one of the seats/ports, committed minutes or named host options.

### Training Centre

- 8.22 Training Centre includes features and functionality for training online, including embedded multimedia, playback in session, share web content, recording editor, testing and grading, breakout sessions, instant feedback, threaded question & answer sessions, registration and reporting, recorded training sessions and recording hosting.
- 8.23 If you select the Training Centre option you must select one of the seats/ports, committed minutes or named options, and whether you would like additional record and playback with storage capacity.

### Event Centre

- 8.24 Event Centre includes features and functionality for conducting online events, including presentation sharing, application sharing, document sharing, email enhancements, enrolment, question & answer, push web content, replay recording, polling, record and playback, record and playback storage, exportable reports, unlisted events.
- 8.25 If you select the Event Centre option you must select one of the seats/ports, committed minutes or named host options, and whether you would like additional record and playback with storage capacity. You must have at least one host and a minimum of 25 attendee licences/ports.

### Support Centre

- 8.26 Support Centre includes features and functionality for IT support, including customer support representative authentication, one-click convenience, multi-customer support, detailed reporting, remote control, video integration, file transfer, remote printing, session recording, call escalation, cross-platform support, browser-based, custom corporate branding with unique URL.
- 8.27 If you select the Support Centre option you must select one of the seats/ports, committed minutes or named host options.

### Remote Access

- 8.28 Remote Access includes features and functionality which allows a single User to support remote and unattended computers, including remote desktop/application control, file transfer, remote printing, invite subject matter expert, chat, reboot and auto-login, scale to fit, copy and paste, recording, editing and playback, shortcut, firewall friendly, access control, phone authentication, groups, email notification, reporting
- 8.29 If you select Remote Access you must select the seats/ports option and specify the number of computers, in multiples of ten, with a minimum of ten computers.

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### Support Centre/Meeting Centre Bundle

- 8.30 Support Centre/Meeting Centre Bundle is a bundled product comprised of Support Centre and Meeting Centre.
- 8.31 If you select the Support Centre/Meeting Centre Bundle option you must select the seats/ports option and specify the number of ports required.

### Support Centre/Training Centre Bundle

- 8.32 Support Centre/Training Centre Bundle is a bundled product comprised of Support Centre and Training Centre.
- 8.33 If you select the Support Centre/Training Centre Bundle option you must select the seats/ports option and specify the number of ports required.

### Training Centre/Meeting Centre Bundle

- 8.34 Training Centre/Meeting Centre Bundle is a bundled product comprised of Training Centre and Meeting Centre.
- 8.35 If you select the Training Centre/Meeting Centre Bundle option you must select the seats/ports option and specify the number of ports required.

### Subscription options

- 8.36 If you register for the subscription option, you must choose one of the following subscription options:
- (a) Seats/ports;
  - (b) Committed Minutes; or
  - (c) Named Host.

### Seats/ports options

- 8.37 Seats are the number of concurrent participants that may connect to your Service. Seats allow you to conduct more than one conference at any one time.
- 8.38 The service types that you can select with the seats/ports options are Meeting Centre, Training Centre, Event Centre, Support Centre and Remote Access, Support Centre/Meeting Centre Bundle, Support Centre/Training Centre Bundle or Training Centre/Meeting Centre Bundle.

### Committed Minutes

- 8.39 Committed Minutes (formerly known as Enterprise Edition) is comprised of a single co-branded Micro Site. The Service types that you can select with the Committed Minutes option are Meeting Centre, Support Centre, Training Centre and Event Centre on a committed minute usage basis.
- 8.40 If you select the Committed Minutes option you must specify the service types you require and the number of subscription minutes per month.

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8.41 If your actual annual spend is less than the annual minimum spend of the pricing plan that you have selected, we may charge you the difference between your annual minimum spend and your actual spend of the service during the minimum term. This charge will appear on the next Australian fixed line service bill following the end of each annual period, unless we notify you otherwise.

### Named Host

- 8.42 A named host is an individual you designate and identify as an authorised conference organiser and administrator.
- 8.43 The service types that you can select with the Named Host are Meeting Centre, Training Centre, Event Centre and Support Centre.
- 8.44 Each named host must have a named host licence. You must nominate the number of named host licences you require. A minimum number of named host licences may apply depending on the service type you select.
- 8.45 You may acquire additional named host licences from us at any time. The additional named host licences will be available, and your monthly charges will be adjusted (including any pro-rata adjustment for part of the month), from the start of your next billing cycle unless we notify you of an alternative time. You may not downgrade your number of named hosts until the expiry of your minimum term as set out in your application form or other agreement with us.
- 8.46 Each named host licence must be designated to only one host/employee and cannot be shared. You must ensure that your hosts and employees comply with the named host licence restrictions.
- 8.47 You may transfer a named host account to another person by giving us notice of your request to transfer the named host account. You may only hold one conference per named host licence at any given time.
- 8.48 You must specify the maximum number of attendees for your Web Conferencing service powered by WebEx. The maximum number of attendees will depend on which service type you select.
- 8.49 Each conference may include up to the maximum number of attendees that you have specified in your application form or other agreement with us. The maximum number of attendees includes the named host. If the maximum number of attendees is exceeded, then additional charges as set out in your application form or other agreement with us will apply.

### Charges

8.50 The charges for the subscription option depend on the service type and the subscription option that you select. These charges are set out in your application form or other agreement with us.

### Termination and Early Termination Fee

- 8.51 The provisions below apply if you select any of the subscription options (except Wise Pilot).
- 8.52 If you terminate your Web Conferencing service powered by WebEx, you must give us 30 days' written notice. We will terminate your service on the next provisioning day (which is the day of the month that your service was first provisioned to you as notified by us)

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following the expiry of the 30 day notice period.

8.53 If you cancel your Web Conferencing service powered by WebEx during the first 12 months of the minimum term set out in your application form or if we cancel due to your breach during this period, we may charge you an Early Termination Fee calculated as 70% of your Monthly Charge multiplied by the number of unexpired months (or part months) in the first 12 months of the minimum term plus 20% of your Monthly Charge multiplied by the number of months between the end of the first 12 months and the expiry of the minimum term. Your Monthly Charge is calculated as:

- (a) the amount payable by you for the Web Conferencing service powered by WebEx in the month immediately before the termination date; and
- (b) one twelfth of any annual charge.

The Early Termination Fee is a genuine pre-estimate of the loss that we are likely to suffer.

8.54 If you cancel your Web Conferencing service powered by WebEx after the first 12 months but before the expiry of the minimum term set out in your application form or if we cancel due to your breach during this period, we may charge you an Early Termination Fee calculated as 20% of your Monthly Charge multiplied by the number of unexpired months (or part months) in the minimum term. Your Monthly Charge is calculated as:

- (a) the amount payable by you for the Web Conferencing service powered by WebEx in the month immediately before the termination date; and
- (b) one twelfth of any annual charge.

The Early Termination Fee is a genuine pre-estimate of the loss that we are likely to suffer.

### **Integration with the Self Hosted Phone Conferencing service**

8.55 If you have or acquire both the Self-Hosted Phone Conferencing service and the Web Conferencing service powered by WebEx from us, we can integrate these two services together. This means that your web conference and phone conference will be linked together, enabling participants to enter via the web meeting link. The integrated solution allows account holders to control their Self-Hosted Phone Conference from within the Web Conference and provides functionality such as mute/unmute, expel, restrict access and invite by phone.

8.56 The terms and conditions (including the charges and any minimum term and annual minimum spend) for each service will apply independently of each other. The charges for one service will not count towards any minimum spend requirements for the other service, for example, Web Conferencing service powered by WebEx charges will not count towards any minimum spend requirement for the Self Hosted Phone Conferencing service.

## **9 TELSTRA INTEGRATED AUDIO WITH WEBEX SERVICE**

### **What is the Telstra Integrated Audio with WebEx service?**

9.1 The Telstra Integrated Audio with WebEx service integrates the Self-Hosted Phone Conferencing service with the Web Conferencing service powered by WebEx. This service links together your web conference and phone conference, enabling participants to enter via the web meeting link. This service allows account holds to control their Self-Hosted Phone Conference from within the Web Conference and provides functionality such as

## OUR CUSTOMER TERMS CONFERRING SECTION



mute/unmute, expel, restrict access and invite by phone.

### Other services and software

- 9.2 You must provide the telecommunications services necessary to access the Telstra Integrated Audio with WebEx service. For example, the charges for this service do not include charges associated with your access to and use of the Internet.
- 9.3 We will provide the Telstra Integrated Audio with WebEx software. You must provide all equipment and other software necessary to access this service.
- 9.4 You agree to comply with all applicable export control laws and regulations.

### Third Party Suppliers

- 9.5 You acknowledge that we purchase services from third party suppliers in order to provide the Telstra Integrated Audio with WebEx service to you. To the extent permissible by law, the following are excluded:
  - (a) all express or implied warranties applying to our third party suppliers; and
  - (b) your rights to claim, from any third party supplier, any special, incidental and indirect damages which you suffer arising from or in relation to the Telstra Integrated Audio with WebEx service.
- 9.6 If one of our third party suppliers suspends or terminates a service we rely on to provide your Telstra Integrated Audio with WebEx service or an aspect of your Telstra Integrated Audio with WebEx 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.

### Registration

- 9.7 You must contact us on 1800 011 080 or by other means which we specify and complete an application form to register for the Telstra Integrated Audio with WebEx service.
- 9.8 When you register and we confirm the booking for the Telstra Integrated Audio with WebEx service, we will confirm your registration by email and provide you with the following authentication details to enable participants to access the service:
  - (a) a Web Conferencing account on our Telstra branded conferencing website, which you can use multiple times without having to re-book for each conference; and
  - (b) a Self Hosted Phone Conferencing account with reusable 1800 call-in number and PIN, which you can use multiple times without having to re-book for each conference.

### Charges

- 9.9 We will bill all charges for the Telstra Integrated Audio with WebEx service to one of your Telstra Australian fixed line services. If you do not have a Telstra Australian fixed line service, you will need to acquire one before you acquire the Telstra Integrated Audio with WebEx service.
- 9.10 If your telephone account used as your charge number is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you

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must notify us within two working days and provide us with another billing or new account details. If you fail to notify us, we may immediately cancel your Telstra Integrated Audio with WebEx service.

- 9.11 Participants calling from a mobile phone or participants providing a mobile phone number as their call back number may be charged an additional charge for their call by their relevant mobile services provider.
- 9.12 The charges payable for the Telstra Integrated Audio with WebEx service are set out in your application form or other agreement with us.
- 9.13 The Telstra Integrated Audio with WebEx service plans have minimum term and minimum spend requirements which are set out in your application form or other agreement with us.

### Early Termination Fee

- 9.14 If you cancel your Telstra Integrated Audio with WebEx service before the expiry of the minimum term for your plan as set out below or if we cancel due to your breach, we may charge you an Early Termination Fee calculated as follows:

$A \times B \times 40\%$

A = a twelfth of the annual minimum spend.

B = the number of months (or part of a month) remaining in the minimum term.

- 9.15 You acknowledge that the Early Termination Fee is a genuine pre-estimate of the loss that we are likely to suffer.

### Minimum Spend Fee

- 9.16 If your actual annual spend is less than the annual minimum spend of the Telstra Integrated Audio with WebEx service plan that you have selected, we may charge you the difference between your annual minimum spend and your actual spend for the service during the minimum term. This charge will appear on the next Australian fixed line service bill following the end of each annual period, unless we notify you otherwise.

## 10 TELSTRA VIDEO COLLABORATION SERVICE

### What is the Telstra Video Collaboration service?

- 10.1 The Telstra Video Collaboration service (previously known as the IP Video Collaboration service) allows you to conduct online conferences with a certain number of participants (depending on the subscription plan you select), using personal computers with Internet browsers and Internet connections with video, audio and data collaboration capabilities.
- 10.2 The Telstra Video Collaboration service allows connectivity to fixed line telephones, mobile phones and other telecommunications or conferencing devices we advise you from time to time. However, participants joining a conference on devices other than personal computers may have limited functionality.

For example, a participant joining a conference by telephone will not be able to share data or view video.

- 10.3 We will provide to you a Self Hosted Phone Conferencing account for each named user



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account that you can choose to use with your Telstra Video Collaboration service. You agree that your use of the Self Hosted Phone Conferencing service confirms your agreement to the terms (including charges) set out in the Self Hosted Phone Conferencing section of this section of Our Customer Terms.

### Other services, software and equipment

- 10.4 You must provide the telecommunications services necessary to access the Telstra Video Collaboration service. The charges for the Telstra Video Collaboration service do not include charges associated with your access to and use of the Internet or any telecommunications charges associated with your use of the Telstra Video Collaboration service.
- 10.5 We will provide the web conferencing software in the form of a downloadable plug-in. The successful loading of this plug-in on each conference participant's personal computer is required to use the Telstra Video Collaboration service. You must provide all equipment (including appropriate web cameras attached to personal computers) and other software necessary to access the Telstra Video Collaboration service.
- 10.6 Subject to your compliance with this Conferencing section of Our Customer Terms, we grant you a non-exclusive licence for the period you receive the Telstra Video Collaboration service:
- (a) to install the web conferencing software (in object code and executable code format only); and
  - (b) to use such software (as installed) solely for the purpose of accessing and using the Telstra Video Collaboration service.
- 10.7 We do not guarantee service connectivity or interoperability of the Telstra Video Collaboration service with all mobile devices or other video devices.

### Third party suppliers

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

### Subscription plan options

- 10.10 You must choose one or more of the available Hosted Business or Hosted Enterprise plans, with Named User or Ports options (as set out in the tables below). Each subscription plan prescribes limits on:
- (a) the number of named user accounts or ports available (as applicable); and
  - (b) the maximum number of concurrent participants that can connect to the Telstra Video Collaboration service at any one time.

<b>HOSTED BUSINESS PLANS</b>
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<b>NAMED USER OPTIONS:</b>	<b>NUMBER OF NAMED USER ACCOUNTS</b>	<b>MAXIMUM NUMBER OF CONCURRENT PARTICIPANTS PER NAMED USER ACCOUNT (INCLUDING NAMED USERS)</b>
Business Named User Plan A	1	2
Business Named User Plan B	1	4
Business Named User Plan C	5	8
<b>PORT OPTIONS:</b>	<b>NUMBER OF PORTS</b>	<b>MAXIMUM NUMBER OF CONCURRENT PARTICIPANTS</b>
Business Port Plan A	4	4
Business Port Plan B	10	10
Business Port Plan C	25	25

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<b>HOSTED ENTERPRISE PLANS</b>		
<b>NAMED USER OPTIONS:</b>	<b>NUMBER OF NAMED USER ACCOUNTS</b>	<b>MAXIMUM NUMBER OF CONCURRENT PARTICIPANTS PER NAMED USER ACCOUNT (INCLUDING NAMED USERS)</b>
Enterprise Named User Plan A	1	2
Enterprise Named User Plan B	1	4
Enterprise Named User Plan C	5	8
<b>PORT OPTIONS:</b>	<b>NUMBER OF PORTS</b>	<b>MAXIMUM NUMBER OF CONCURRENT PARTICIPANTS</b>
Enterprise Port Plan A	4	4
Enterprise Port Plan B	10	10
Enterprise Port Plan C	25	25
<b>PORTS BUNDLED WITH TELSTRA LIVE MEETING OPTIONS (NO LONGER AVAILABLE TO NEW CUSTOMERS):</b>	<b>NUMBER OF PORTS</b>	<b>MAXIMUM NUMBER OF CONCURRENT PARTICIPANTS</b>
Enterprise Port Live Meeting Plan A	5	5
Enterprise Port Live Meeting Plan B	25	25
Enterprise Port Live Meeting Plan C	50	50

10.11 For plans entered into before 16 February 2009, the Hosted Enterprise and Hosted Business plans with the same number of named user accounts or ports differ only in the bandwidth and other features available (as set out in the table below):

<b>AVAILABLE FEATURES</b>	<b>HOSTED BUSINESS</b>	<b>HOSTED ENTERPRISE</b>
Max frame rate	15fps	30fps
Max receive bandwidth	1,024kbits/s	2,048kbits/s
Document repository	5,120kbits	10,240kbits
Encryption option	Yes	Yes
High resolution (CIF)	No	Yes
Medium resolution (QCIF)	Yes	Yes
Low resolution	Yes	Yes
ISDN CPE connectivity	Yes	Yes
Next G/3G mobile phone connectivity	Yes	Yes
SIP device connectivity	No	Yes

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AVAILABLE FEATURES	HOSTED BUSINESS	HOSTED ENTERPRISE
H.323 device * Not available when using encryption	Yes*	Yes*

10.12 For plans entered into on and from 16 February 2009, the Hosted Enterprise and Hosted Business plans with the same number of named user accounts or ports differ only in the bandwidth and other features available (as set out in the table below):

AVAILABLE FEATURES	HOSTED BUSINESS	HOSTED ENTERPRISE
Max receive bandwidth *	384 Kbps	768 Kbps
Encryption option	Yes	Yes
High resolution (4CIF)**^	No	Yes
Medium resolution (CIF)^	Yes	Yes
ISDN CPE connectivity	Yes	Yes
Next G/3G mobile phone connectivity	Yes	Yes
SIP device connectivity	No	Yes

\* This is the maximum bandwidth available for the host server for the service. The actual available bandwidth may be affected by network availability, the type and configuration of your equipment, the performance of external networks (for example the Internet) and other factors.

\*\* This resolution can only be obtained if the available bandwidth is at least 768Kbps.

^ Depending on the method each participant uses to join the online conference, each participant is shown on the screen of the equipment you are using for your Telstra Video Collaboration service. Online conferences with large numbers of participants (which may be the maximum number of participants or a number less than the maximum) may mean that the resolution of each video image will be reduced.

## Named User option

- 10.13 A named user is an individual you designate and identify as an authorised conference organiser and administrator.
- 10.14 Each named user account must be designated to only one user/employee as the named user (that is, named user accounts cannot be shared).
- 10.15 You may transfer a named user account to another person if one of your named user employees leaves his current position for which the named user account was purchased. You must give us notice of your transfer of a named user account.
- 10.16 Only named users are allowed to set up a conference. For each conference, at least one named user must set up the conference and must:
- host the conference by entering it as a presenter; and
  - act as an organiser of the conference by using their organiser identification.

## OUR CUSTOMER TERMS CONFERRING SECTION



- 10.17 You may only hold one conference per named user account at any given time.
- 10.18 The maximum number of concurrent participants indicated in a particular subscription plan is the maximum number of concurrent participants per named user account (including named users) that may connect to the Telstra Video Collaboration service. A participant refers to a device that has been connected to the Telstra Video Collaboration service (for example, a personal computer or other supported telecommunications or conferencing device). Named users may not combine with other named users or otherwise expand a conference to allow more than the maximum allowed number of concurrent participants on any one conference.

### Port option

- 10.19 The number of ports indicated in a particular subscription plan is the maximum number of concurrent participants that may connect to your Telstra Video Collaboration service. A participant refers to a device that has been connected to the Telstra Video Collaboration service (for example, a personal computer or other supported telecommunications or conferencing device).
- 10.20 Ports allow you to conduct more than one conference at any one time, as long as the total number of concurrent participants do not exceed the number of ports indicated in your chosen subscription plan.

For example, if you have a 10 port plan, you may be able to conduct one meeting with 10 participants or two concurrent meetings with five participants in each, or five concurrent meetings with two participants in each.

### Ports bundled with Telstra Live Meeting option

- 10.21 We have withdrawn the Ports bundled with Telstra Live Meeting subscription plan from sale to new customers. The following clauses relating to the Ports bundled with Telstra Live Meeting option apply to existing customers with this service only.
- 10.22 The Ports bundled with Telstra Live Meeting subscription plan enables you to connect to your Telstra Video Collaboration service with your Web Conferencing service powered by Microsoft Office Live Meeting.
- 10.23 You must have an existing Web Conferencing service powered by Microsoft Office Live Meeting in order to select a Ports bundled with Telstra Live Meeting subscription plan.
- 10.24 The charges for the Ports bundled with Telstra Live Meeting subscription plan options cover your Telstra Video Collaboration service only. Separate charges apply to your Web Conferencing service powered by Microsoft Office Live Meeting. The terms and conditions (including charges) applicable to your Web Conferencing service powered by Microsoft Office Live Meeting are set out above under Web Conferencing service powered by Microsoft Office Live Meeting of this section of Our Customer Terms.
- 10.25 The number of ports indicated in a particular subscription plan is the maximum number of concurrent participants that may connect to your Telstra Video Collaboration service. A participant refers to a device that has been connected to the Telstra Video Collaboration service (for example, a personal computer or other supported telecommunications or conferencing device).
- 10.26 Ports allow you to conduct more than one conference at any one time, as long as the total number of concurrent participants do not exceed the number of ports indicated in your chosen subscription plan (for an example of how this may work, see clause 10.19 above).

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## Charges

- 10.27 The charges payable for your selected subscription plan option(s) are set out in your application form or separate agreement with us.
- 10.28 In addition to the subscription plan charges, we will charge you call charges when you successfully connect a conference participant to your Telstra Video Collaboration service using a network other than the Internet.
- For example, calling a video enabled mobile phone will incur a per minute call charge. The applicable call charge rates are set out in other sections of Our Customer Terms or in your separate agreement with us.
- 10.29 If you have Australian fixed line services, we will bill all charges for the Telstra Video Collaboration service (other than call charges) to one of your Australian fixed line services. For plans entered on and from 16 February 2009, any Australian fixed line service nominated by you for billing purposes must be a Telstra Australian fixed line service.
- 10.30 Call charges incurred by you using your Telstra Video Collaboration service will be billed to one of your Australian fixed line services, one or more of your Self-Hosted Phone Conferencing accounts or one or more of your Web Conferencing service powered by Microsoft Office Live Meeting accounts (depending on your selected subscription plan option(s)). For plans entered on and from 16 February 2009, any Australian fixed line service nominated by you for billing purposes must be a Telstra Australian fixed line service.
- 10.31 If your telephone account that we use to charge you is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you must notify us within two working days and provide us with details of another billing account. If you fail to notify us, we may immediately cancel the Telstra Video Collaboration service.

## Early Termination Fee

- 10.32 If you terminate your Telstra Video Collaboration service within the term set out in your application form or separate agreement with us, you must give us 30 days written notice. We will terminate your service on the provisioning day (which is the day of the month that your service was first provisioned to you as notified by us) following the expiry of the 30-day notice period.
- 10.33 If your Telstra Video Collaboration service is terminated before the expiry of the term set out in your separate agreement with us for any reason other than for our breach:
- (a) if you have selected the monthly payment option, we may charge you an Early Termination Fee of up to 50% of your monthly service charge multiplied by the number of unexpired months (or part months) in the term set out in your application form or separate agreement with us; or
  - (b) if you have selected the annual payment option, we may charge you an Early Termination Fee of up to 40% of your Equivalent Monthly Charge multiplied by the number of unexpired months (or part months) in the term set out in your application form or separate agreement with us. Your Equivalent Monthly Charge equals your annual service charge divided by twelve.
- 10.34 The Early Termination Fee is a genuine pre-estimate of the loss that we are likely to suffer.



## Service Availability

- 10.35 On and from 16 February 2009, each online conference will have a standard duration time of four hours from when the first participant joins the online conference, unless otherwise terminated by the host. After four hours the meeting will be prompted for periodic extensions (in blocks of 30 minutes). If an extension is not accepted the meeting will automatically disconnect. If at the initial four hour point there is only one participant in the online conference, the conference will automatically disconnect after 30 minutes without prompting the meeting for an extension.
- 10.36 We will try to ensure, but do not guarantee, that the Telstra Video Collaboration service will be available 99.70% of the time in each calendar month (excluding scheduled outages). Service availability will be measured as the total time in a calendar month (less scheduled outages) during which the service is up and available for use by any customer of the service. The service will be considered available even if one or more faults are present as long as those faults do not cause a complete failure of the service.
- 10.37 If a scheduled outage is required, we will use reasonable endeavours to:
- (a) provide you at least 48 hours notice via e-mail;
  - (b) ensure that scheduled outages are between the hours of 7pm and 7am (Eastern Standard time); and
  - (c) ensure that scheduled outages do not exceed 10 hours per quarter in total.
- 10.38 Access to the Telstra Video Collaboration 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.

## Faults

- 10.39 We do not guarantee that the Telstra Video Collaboration service will be fault-free.
- 10.40 We will provide you with helpdesk support for the Telstra Video Collaboration service Monday to Friday from 8am to 6pm (Eastern Standard time).

## Target response and restoration times

- 10.41 The target response and restoration times set out below only apply to faults with the Telstra Video Collaboration service we provide you.
- 10.42 If there is a fault in your Telstra Video Collaboration service we aim to respond to you within two hours of you telling us about the fault (excluding time outside the help desk coverage period). You will receive a response from us when the fault has been identified.
- 10.43 If a fault is identified, we aim to restore your Telstra Video Collaboration service to full working order within 12 hours of you telling us about the fault (excluding time outside the help desk coverage period).
- 10.44 If the identified fault causes only a minor impact on the efficiency or performance of your Telstra Video Collaboration service, we aim to rectify the fault within five business days of you telling us about the fault.
- 10.45 We may perform a temporary repair to enable you to use your Telstra Video Collaboration

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service before we fully rectify the identified fault. A temporary repair that lets you use your Telstra Video Collaboration service will be treated as a restoration for the purposes of satisfying our service restoration obligations.

- 10.46 We give priority to rectifying major fault outages affecting a number of customers. If such cases arise, we may not meet the above targets for restoring a particular customer's Telstra Video Collaboration service.
- 10.47 We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:
- (a) faults resulting from interference caused by you or any person accessing the Telstra Video Collaboration service using your password or access key or by your invitation;
  - (b) faults caused by your negligence or the negligence of any person accessing the Telstra Video Collaboration service using your password or access key or by your invitation; and
  - (c) faults due to wilful damage to any of your Telstra Video Collaboration services by you or any person accessing the Telstra Video Collaboration service using your password or access key or by your invitation.

### Your responsibility for use

- 10.48 You are responsible for the use of the Telstra Video Collaboration service by you, your users, your employees and any person accessing the Telstra Video Collaboration service using your password or access key or by your invitation.

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## 11 TELSTRA VIDEO CONFERRING - BLUEJEANS SERVICE

### What is the Telstra Video Conferencing - BlueJeans service?

- 11.1 Telstra Video Conferencing - BlueJeans service is an Internet based service that allows you to conduct online video conferences using internet-connected personal computers, mobile devices or dedicated video-conferencing and Telepresence equipment.

### Charges

- 11.2 The charges for the Telstra Video Conferencing - BlueJeans service are set out in your Application Form or separate agreement with us.
- 11.3 If you have an Australian fixed line service, we will bill all charges for the Telstra Video Conferencing - BlueJeans service to your Australian fixed line service (other than call charges, see clause 11.6).
- 11.4 You must pay the charges twelve months in advance unless we agree that you may pay the charges on a monthly basis.
- 11.5 If your fixed line service account used as your charge number is cancelled, disconnected or transferred to an alternative carrier, carriage service provider, reseller or rebiller, then you must notify us within two working days and provide us with other billing account details. If you do not notify us, we may immediately cancel your Telstra Video Conferencing - BlueJeans service and will not refund any part of the charges you have paid.

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### Other services

- 11.6 You must provide the telecommunications services necessary to access the Telstra Video Conferencing - BlueJeans service. The charges for the Telstra Video Conferencing - BlueJeans service do not include charges associated with your access to and use of the Internet or any telecommunications charges associated with your use of the Telstra Video Conferencing - BlueJeans service.
- 11.7 You must provide the equipment and devices necessary to access and use the Telstra Video Conferencing - BlueJeans service. The devices or equipment you use to access the Telstra Video Conferencing - BlueJeans service must have internet access to be able to use the service.
- 11.8 You are responsible for the acquisition, use, maintenance and security of the equipment and devices referred to in clause 11.7.

### Software

- 11.9 To access the Cloud Video service for the first time, you must download appropriate software applications and plug-ins that we will advise you of (**Software**).
- 11.10 You may only use the Software for the purpose of accessing and using the Telstra Video Conferencing - BlueJeans service.
- 11.11 Except as expressly set out in this Telstra Video Conferencing - BlueJeans service section of Our Customer Terms, you do not have any rights in the Software or the service and all intellectual property rights relating to them remain with us and our third party suppliers.
- 11.12 You must not directly or indirectly:
- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the service or any software, documentation or data related to the service (including any improvements, enhancements or modifications to any of them) (**Software**);
  - (b) modify, translate, or create derivative works based on the services or any Software (except to the extent expressly permitted by us or our third party supplier, or as authorised within the service);
  - (c) use the service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or
  - (d) remove any proprietary notices or labels.

### Third party suppliers

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



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11.15 You will be required from time to time to accept third party terms when you download software related to clients or plug-ins.

### **Use of the service**

11.16 The Telstra Video Conferencing – BlueJeans service can be used by licensed individual named users (named user option) or by authorised employees via a group of ports (port option).

11.17 You may purchase a combination of named user licences and ports. If you wish to purchase ports, you must purchase a minimum of four.

11.18 You must nominate a person to be your administrator who is responsible for managing your Telstra Video Conferencing – BlueJeans service, including:

- (a) creating and managing accounts (including registering the name, email, meeting room details and PIN of named users or those employees using an enterprise-wide purchased group of ports); and
- (b) enabling and disabling enterprise-wide features and functions and generating reports.

11.19 We may at our sole discretion refuse to register, or may cancel, any user name or password we consider inappropriate.

11.20 You must keep all user names and passwords secure and not share them with third parties. You are responsible for the use of the Telstra Video Conferencing - BlueJeans service by you, your users, your employees and any person accessing the Telstra Video Conferencing - BlueJeans service using your authentication details (whether or not authorised by you).

### **Named user option**

11.21 A named user is an individual who your administrator has designated and identified (by registering the named user as an account holder) as an authorised conference organiser.

11.22 Each named user account must be designated to only one user/employee (that is, named user accounts cannot be shared) and you may not provide named user authentication details to any other person for use by them or others).

11.23 If you wish to transfer a named user licence to another person, we will cancel the existing named user's account and create a new account for the new person.

11.24 Only named users are able to host a conference.

11.25 You may only hold one conference per named user account at any given time.

11.26 Each conference may include up to a maximum of 25 participants (including the named user), unless you take up an optional feature with us allowing for a greater number of participants.

11.27 A named user is able to set up a conference to require an entry code or not.

### **Port option**

11.28 A port permits individuals within your enterprise who your administrator has registered as an account holder to access the Telstra Video Conferencing - BlueJeans service and host a conference.

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11.29 Ports allow you to conduct more than one conference at any one time, with up to 25 participants (including the host) able to connect to your Telstra Video Conferencing – BlueJeans service at the same time, unless you take up an optional feature with us allowing for a greater number of participants.

11.30 An audio-only call consumes one port.

### **Participants**

11.31 A participant is a device that has been connected to the Telstra Video Conferencing - BlueJeans service (for example, a personal computer or other supported telecommunications or conferencing device). Hosts may not combine with other hosts or otherwise expand a conference to allow more than the maximum allowed number of concurrent participants on any one conference.

11.32 The Telstra Video Conferencing - BlueJeans service permits audio-only or audio-visual participants. Participants joining a meeting on an audio-only basis may have limited functionality. Also, functionality will vary depending on the device used. For example:

- (a) an audio-only participant will not be able to share data or view video; and
- (b) the participant may not be able to see all visual content from the conference, depending on the mobile device used.

11.33 You acknowledge that if you conduct a conference with a large number of participants (which may be the maximum number of participants or a number less than the maximum), the effectiveness of the conference may be reduced. For example: if there are a large number of participants on a call, it may not be possible to properly view all participants simultaneously.

### **Encrypted conferences**

11.34 The Telstra Video Conferencing - BlueJeans service supports encrypted devices. If any device used to access the service does not support SLL encryption, the video and audio content of a conference accessed by that device is not encrypted but that does not affect other devices in that conference that support encryption.

11.35 You have the option to set up an “encrypted device only” conference. Activating this option will result in the exclusion from the conference of any devices that do not support encryption.

### **Recording of conferences**

11.36 You have the option of enabling recording of conferences (both audio and audio-visual conferences).

11.37 Your administrator is responsible for:

- (a) nominating which named users may record conferences;
- (b) how long recordings are stored within the limitations of your service; and
- (c) who can access and download recordings and who they can be shared with.

11.38 A named user who has recording enabled can:

- (a) enable ‘auto-recording’ of conferences; and

## OUR CUSTOMER TERMS CONFERRING SECTION



- (b) turn recording of a conference on or off at any time during that conference.

11.39 You acknowledge that:

- (a) recordings are generally available for access for the period they are stored, but are available over the public internet and we cannot guarantee that access will be available at all times;
- (b) we may store the recordings in electronic format in storage facilities owned or operated by our service providers overseas. Any personal information in the recording will be dealt with in accordance with our privacy statement available at <https://telstra.com.au/privacy/privacy-statement/>; and
- (c) we (and our subcontractors) and your named users may monitor your conference (including connection status), record meetings and collect and use personal information about guests using the service, such as their image, name or any document that is displayed, transmitted, processed or stored as part of a conference or conference record.

11.40 Certain laws require individuals to have prior knowledge of their communications being recorded and restrict the collection, storage and use of their personal information. If you enable recording of conferences, you agree:

- (a) that you are responsible for the control of and security of the recordings;
- (b) without limiting clause **Error! Reference source not found.**, to ensure that you and your employees or representatives comply with all applicable laws including complying with your obligations under the *Telecommunications (Interception and Access) Act 1979* (Cth) not to use the recording functionality of the Telstra Video Conferencing – BlueJeans service without the knowledge of each person participating in a conference;
- (c) to provide all reasonable assistance we request to assist us in complying with our obligations under applicable laws;
- (d) to make all necessary disclosures before you or any named user uses the recording capability, and before any person accesses the recordings; and
- (e) to include the following wording in any meeting invitation for a scheduled conference sent to guests:

*"This conference may be recorded. Only authorised individuals will have access to any recording. Any recordings will be stored by Telstra or Telstra's service providers and may be stored overseas. Any personal information in those recordings will be dealt with in accordance with Telstra's privacy statement. If you do not wish for your participation to be recorded, please terminate your connection to the conference."*

### Optional Features

11.41 There are a number of optional features available for your Telstra Video Conferencing – BlueJeans service as set out in your application form or separate agreement with us (including enhanced recording, 100 participant meetings and enterprise branding).

11.42 You may only purchase optional features if you acquire more than 10 named user licences or if you take up the port option with the minimum four ports.

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- 11.43 The charges for the optional features are calculated as a percentage of the value of the named user licences or ports purchased and are set out in your application form or separate agreement with us. You must pay the charges for your optional features at the beginning of each year we provide the Telstra Video Conferencing – BlueJeans service to you and otherwise on the same terms as your Telstra Video Conferencing – BlueJeans service.
- 11.44 We do not refund you the charges for your optional features if the relevant optional feature is cancelled or terminated before the end of the then-current year in which we are providing the relevant optional feature to you.

### **Acceptable use policy**

- 11.45 Your use of the service is subject to the Acceptable Use Policy set out in section 3 (General) of the Conferencing Section of Our Customer Terms.
- 11.46 We do not claim ownership of any of your content. You grant us and our third party suppliers a non-exclusive, worldwide, royalty-free, fully-paid, transferable licence to host, cache, and display content solely for the purpose of providing the Telstra Video Conferencing - BlueJeans service to you.
- 11.47 You represent and warrant that you are the owner or authorised licensee of all content and that you will not publish, post, upload, record or otherwise distribute or transmit content that:
- (a) infringes or would infringe any copyright, patent, trade mark, trade secret or other right of any party;
  - (b) breaches any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, discrimination or advertising);
  - (c) is inappropriate, profane, defamatory, libellous, obscene, indecent, threatening harassing, harmful to minors, pornographic or otherwise unlawful;
  - (d) contains any viruses, trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept or expropriate any system, data, personal information or property of another; or
  - (e) is materially false, misleading or inaccurate.
- 11.48 We and our third party suppliers may collect and analyse data and other information relating to the provision, use and performance of various aspects of the Telstra Video Conferencing - BlueJeans service and related systems and technologies. We and our third party supplier will use such information and data (even after we stop providing the Telstra Video Conferencing - BlueJeans service to you) solely in an aggregate or other de-identified form to improve and enhance the Telstra Video Conferencing - BlueJeans service and for other development, diagnostic and corrective purposes in connection with the service, and disclose such data solely in aggregate or other de-identified form in connection with our respective business purposes.

### **Availability and faults**

- 11.49 Normally the Service is available 24 x 7 / 365 days a year.

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- 11.50 We and our third party supplier will use reasonable efforts consistent with prevailing industry standards to maintain the Telstra Video Conferencing - BlueJeans service in a manner which minimises errors and interruptions.
- 11.51 The Telstra Video Conferencing - BlueJeans service may be temporarily unavailable for schedule maintenance or for unscheduled emergency maintenance, by us or third parties, or because of matters outside the control of us or our third party suppliers. We will use reasonable efforts to provide advance warning of any scheduled service disruption.
- 11.52 Access to the Telstra Video Conferencing - BlueJeans service is via the public Internet. We are not responsible for service performance problems or lack of availability caused by issues associated with the public Internet.
- 11.53 To the extent permitted by law, as this is an Internet based service with variable devices in use, neither we nor our third party service provider guarantee that the service will be uninterrupted or fault-free. We do not make any promise regarding the results that may be obtained from the use of the Telstra Video Conferencing - BlueJeans service.
- 11.54 We will provide you with helpdesk support for the Telstra Video Conferencing - BlueJeans service Monday to Friday from 8am to 6pm (Eastern Standard time). The target response and restoration times set out below only apply to faults with the Telstra Video Conferencing - BlueJeans service we provide you and not to any service you use to access the Telstra Video Conferencing - BlueJeans service.
- 11.55 If there is a fault in your Telstra Video Conferencing - BlueJeans service we aim to respond to you within 2 hours of you telling us about the fault (excluding time outside the help desk coverage period). You will receive a response from us when the fault has been identified.
- 11.56 If a fault is identified, we aim to restore your Telstra Video Conferencing - BlueJeans service to full working order within 12 hours of you telling us about the fault (excluding time outside the help desk coverage period).
- 11.57 If the identified fault causes only a minor impact on the efficiency or performance of your Telstra Video Conferencing - BlueJeans service, we aim to rectify the fault within 5 business days of you telling us about the fault.
- 11.58 We may perform a temporary repair to enable you to use your Telstra Video Conferencing - BlueJeans service before we fully rectify the identified fault. A temporary repair that lets you use your Telstra Video Conferencing - BlueJeans service will be treated as a restoration for the purposes of satisfying our service restoration obligations.
- 11.59 We give priority to rectifying major fault outages affecting a number of customers. If such cases arise, we may not meet the above targets for restoring a particular customer's Telstra Video Conferencing - BlueJeans service.
- 11.60 We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:
- (a) faults resulting from interference caused by you or any person accessing the Telstra Video Conferencing - BlueJeans service using your password or access key or by your invitation;
  - (b) faults caused by your negligence or the negligence of any person accessing the Telstra Video Conferencing - BlueJeans service using your password or access key or by your invitation; and

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- (c) faults due to wilful damage to any of your Telstra Video Conferencing - BlueJeans services by you or any person accessing the Telstra Video Conferencing - BlueJeans service using your password or access key or by your invitation.

### Liability

- 11.61 Subject to clause 11.64 and to the extent permitted by law, the Telstra Video Conferencing - BlueJeans service is provided 'as is' and we and our third party service provider exclude all warranties, representations or guarantees, express or implied, including but not limited to, in relation to merchantability, title, fitness for a particular purpose and non-infringement of the Telstra Video Conferencing - BlueJeans service and the Software.
- 11.62 Subject to clause 11.64 and to the extent permitted by law, neither we, nor our third party supplier, nor the suppliers (including all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees of either of us, are liable for any:
  - (a) error or interruption of use, loss or inaccuracy or corruption of data;
  - (b) cost of procurement of substitute goods, services or technology;
  - (c) loss of business, profits, revenues or anticipated savings;
  - (d) any indirect, exemplary, incidental, special or consequential damages of any kind; or
  - (e) any matter beyond our reasonable control,whether under contract, tort (including negligence), statute, strict liability or otherwise and whether or not we knew or were advised of the possibility of the loss.
- 11.63 Subject to clause 11.64, our liability, and the liability of or third party provider, is limited in the aggregate to the fees you have paid for the Telstra Video Conferencing - BlueJeans service in the 12 months preceding the act that gave rise to the liability.

### Australian Consumer Law

- 11.64 Nothing in this Telstra Video Conferencing - BlueJeans section of Our Customer Terms limits rights you may have under the Australian Consumer Law. We exclude liability under the Australian Consumer Law, but only where it is lawful to do so. Where liability under the Australian Consumer Law cannot be excluded but can be limited, both we and our third party supplier limit liability to, at our option:
  - (a) in the case of goods, to either the replacement of the goods, the repair of the goods or the payment of the cost of repairing the goods; and
  - (b) in the case of services, to either the resupply of the services or the cost of the resupply of the Telstra Video Conferencing - BlueJeans service.

### Term and termination

- 11.65 The initial term of your Telstra Video Conferencing - BlueJeans service is set out in your Application Form or separate agreement with us. Unless you tell us that you do not want the service to continue in accordance with clause 11.57, it will automatically renew for successive periods of the same term as the initial term.

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- 11.66 If you wish to terminate your Telstra Video Conferencing - BlueJeans service within the term set out in your Application Form or separate agreement with us, you must give us 30 days written notice. We will terminate your service on the provisioning day (which is the day of the month that your service was first provisioned to you as notified by us) following the expiry of the 30-day notice period.
- 11.67 If your Telstra Video Conferencing - BlueJeans service is terminated before the expiry of the term set out in your agreement with us for any reason other than for our breach, we will charge you an early termination charge equal to the total of the monthly charges that would have been payable by you during the remainder of the then-current term.
- 11.68 In addition to any other rights of termination, we may terminate the Telstra Video Conferencing - BlueJeans service on 10 days' notice if you do not pay any charges by the due date. If we do so, we will not refund to you any part of the charges you have paid.
- 11.69 You agree that the charge in clause 11.55 and the no-refund in clauses 11.5 and 11.59 represent a genuine pre-estimate of the loss that we are likely to suffer by termination.

## 12 SPECIAL MEANINGS

- 12.1 The following words have the following special meanings:

**authentication details** means the URL, password and any call-in numbers, account numbers and personal identification numbers (PINs) provided by us to you and all other URLs whether or not those URLs are password protected.

**branding** means your trademarks, design and colours and any other material provided by you to us for display on a website.

**business day** means any day other than a Saturday, Sunday or recognised public holiday in the state or territory that the applicable service is provided to you.

**business hours** means between the hours of 8.00am and 5.00pm each business day.

**intellectual property rights** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**personal information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**port** means a virtual port similar in function a physical conference bridge.

**metropolitan area** means any area:

- (a) within 50 kilometres of a metropolitan point of presence set out in the table below; or
- (b) within the exchange service area of an additional nominated metropolitan exchange in the table below.



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The metropolitan points of presence are:

METROPOLITAN POINTS OF PRESENCE	
LOCATION	EXCHANGE
Sydney	Pitt
Melbourne	Exhibition
Brisbane	Woolloongabba
Adelaide	Waymouth
Perth	Wellington
Canberra	Deakin
Darwin	Darwin
Hobart	Hobart

The additional nominated metropolitan exchanges are:

ADDITIONAL NOMINATED METROPOLITAN EXCHANGES	
<b>Sydney</b>	Avoca Beach, Berkshire Park, Bringelly, Campbelltown, Campbelltown South, Canoelands, Cattai, Cranebrook, Ebenezer, Gosford, Gunderman, Helensburgh, Kariong, Kincumber, Llandilo, Luddenham, Maraylya, Maroota South, Menangle, Mount White, Narellan, Orchard Hills, Patonga Beach, Penrith, Pitt Town, Saratoga, South Windsor, Spencer, St Helens Park, Wagstaff Point, Wilberforce, Windsor, Woy Woy
<b>Melbourne</b>	Bacchus Marsh, Baxter, Beaconsfield Upper, Bolinda, Clyde, Cockatoo, Cranbourne, Cranbourne North, Darraweit Guim, Devon Meadows, Dixons Creek, Emerald, Gisborne, Gruyere, Kinglake, Kinglake West, Little River, Mornington, Officer, Parwan, Pearcedale, Portarlinton, Riddells Creek, Somerville, St Leonards, Wallan, Wandin, Woori Yallock, Yellingbo
<b>Adelaide</b>	Aldinga, Bull Creek, Callington, Gawler, Gawler River, Harrogate, Hartley, Hope Forest, Lyndoch, Mount Compass, Mount Pleasant, Pages Flat, Reeves Plains, Rosedale, Roseworthy, Sellicks, Strathalbyn, Tooperang, Two Wells, Williamstown, Willunga, Yundi



# OUR CUSTOMER TERMS CONFERRING SECTION



ADDITIONAL NOMINATED METROPOLITAN EXCHANGES	
<b>Brisbane</b>	Ormeau, Logan Village, Borallon, Jimboomba, Dunwich, Wolffdene, Fernvale, Dayboro, Amberley, Purga, Walloon, Beachmere, Woongoolba, Glamorgan Vale, Morayfield, Koorinal, Amity Point, Upper Caboolture, Ocean View, Marburg, Tamborine Village, Lowood, Caboolture, Peak Crossing, Ningi, Rosewood, Bribie Island, Veresdale, Mutdapilly, Minden, Toorbul, Banksia Beach, Point Lookout
<b>Canberra</b>	Uriarra Forest, Wamboin, Burra Creek, Hoskinstown, Williamsdale, Gearys Gap, The Mullion, Bungendore, Brindabella, Top Naas, Gundaroo, Murrumbateman, Michelago, Captains Flat, Wee Jasper, Greenfield Farm, Cavan, Goodhope
<b>Perth</b>	Jindalee, Lower Chittering, Muchea, Serpentine
<b>Darwin</b>	Berry Springs, Howard Springs, Noonamah
<b>Hobart</b>	Nubeena, Koonya, Dunalley, Woodsdale, Buckland, Colebrook, Kempton, Moogara, Gretna, Middleton, South Bruny, Cygnet, Geeveston, Garden Island Creek, Glendevie

**personal information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**regional area** means any town:

- (c) outside of the metropolitan area with a population of 10,000 or more; or
- (d) within the exchange service area of an additional nominated regional exchange in the table below.

# OUR CUSTOMER TERMS CONFERRING SECTION



<b>ADDITIONAL NOMINATED REGIONAL EXCHANGES</b>	
<b>Melbourne</b>	Ararat, Avoca, Ballan, Beaufort, Beulah, Birchip, Boort, Castlemaine, Charlton, Clunes, Cohuna, Creswick, Daylesford, Dimboola, Dingee, Donald, Dunolly, Edenhope, Elmhurst, Elmore, Goroke, Haddon, Halls gap, Harrow, Heathcote, Hopetoun, Jeparit, Kaniva, Kerang, Kyabram, Kyneton, Lake Bolac, Lancefield, Lockington, Maldon, Maryborough, Meredith, Minyip, Mount Macedon, Murrayville, Murtoa, Natimuk, Newstead, Nhill, Ouyen, Patchewollock, Pyramid hill, Rainbow, Robinvale, Rochester, Romsey, Rupanyup, Sea lake, Skipton, St Arnaud, Stanhope, Stawell, Tongala, Trentham, Underbool, Warracknabeal, Wedderburn, Willaura, Woodend, Woomelang, Wycheproof
<b>Brisbane</b>	Alpha, Augathella, Babinda, Bamaga, Barcaldine, Biggenden, Blackall, Blackwater, Camooweal, Cardwell, Chinchilla, Clermont, Cloncurry, Cunnamulla, Dirranbandi, Doomadgee, Dysart, Eidsvold, Esk, Gayndah, Herberton, Hughenden, Inglewood, Injune, Julia Creek, Kingaroy, Middlemount, Miles, Millmerran, Mitchell, Mossman, Murgon, Nanango, Palm Island, Richmond, St George, Stanthorpe, Surat, Tara, Texas, Wallumbilla, Weipa, Winton, Woorabinda, Yarrabah
<b>Hobart</b>	Beaconsfield, Boat Harbour, Bothwell, Bridport, Campbell Town, Cressy, Currie, Deloraine, Dover, Evandale, Exeter, Forth, George Town, Hagley, Latrobe, Lilydale, Longford, Oatlands, Ouse, Penguin, Perth, Queenstown, Rosebery, Sheffield, Smithton, South Bruny, Spreyton, St Helens, St Marys, Swansea, Triabunna, Wesley Vale, Westbury, Whitemark, Yolla