

# OUR CUSTOMER TERMS CLOUD SERVICES – MCAFEE MULTI ACCESS

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – MCAFEE MULTI ACCESS

Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

### 1 ABOUT THE MCAFEE® MULTI ACCESS SECTION

- 1.1 This is the McAfee Multi Access section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

### 2 AVAILABILITY

- 2.1 The McAfee Multi Access application is not available to new customers on and from 9 July 2015. Existing customers may continue to request adds, moves and changes.

### 3 MCAFEE MULTI ACCESS APPLICATION

#### What are the McAfee Multi Access offers?

- 3.1 The McAfee Multi Access application is a cloud based, client only, security application providing virus and threat filtering for multiple compatible devices and managed via a single management console.
- 3.2 You may apply for either:
  - (a) the McAfee Multi Access 3 Device; or
  - (b) the McAfee Multi Access 5 Device.
- 3.3 The McAfee Multi Access offers include a subscription for the McAfee Multi Access application for up to either 3 or 5 eligible devices depending on the offer you select (a list of current compatible devices is available by going to the Telstra Apps Marketplace support pages at <http://www.telstra.com/marketplacesupport> (“**Telstra Apps Marketplace Support**”).
- 3.4 You are responsible for assigning licences to your end users’ devices. We will send you and your end users via email the product keys and instructions to set up your service and to protect your devices.

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### Eligibility

- 3.5 You must:
- (a) ensure your devices meet the requirements set out at Telstra Apps Marketplace Supportor as otherwise advised by us from time to time;
  - (b) ensure that your devices and software on your devices are compatible for the McAfee Multi Access offer; and
  - (c) regularly check the default email address that we have allocated to you for messages about your McAfee Multi Access offer.

### User numbers

- 3.6 If you apply to add additional users during the Initial Term, the Initial Term for each additional user will expire at the same time as the Initial Term for your initial application. If adding the additional users moves your subscription into a new pricing tier, all users under your subscription will be charged on the basis of that new tier from the date you increased the users.
- 3.7 If you wish to remove a number of users from your subscription (e.g. decrease the number of users under your subscription) you will need to terminate that number of users from your subscription. If your plan or individual user licences is cancelled before your minimum term has ended, you'll need to pay us an Early Termination Charge (ETC) for each user licence cancelled. The ETC is calculated as 65% of the monthly charge multiplied by the number of user licences cancelled multiplied by the number of remaining months in your plan term, plus the set up charge (if there is one).

### Application Features – encryption

- 3.8 If requested, you must provide a password to encrypt and protect your sensitive information. You may provide a challenge question that will allow you to recover your password if you forget it. If you lose or cannot remember the password and the answer to the challenge question, you will not be able to recover the information you have encrypted.
- 3.9 Encryption without a strong password (at least seven characters with at least one number, one uppercase letter, one lowercase letter, and a special character such as a hyphen) can reduce the protection that the McAfee Multi Access application offers. To the extent permitted at law, we are not liable to you if you fail to use a strong password or if the encryption is broken.
- 3.10 It may not be possible to unencrypt information that has been encrypted if your hard drive fails or has bad sectors. To the extent permitted at law, we are not liable for any losses you suffer.

### Additional acceptable use restrictions

- 3.11 Unless we agree otherwise with you:

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- (a) you can only install and use the Service Software for the McAfee Multi Access application on the number of devices in your subscription; and
  - (b) you must not allow any third parties to use (or benefit from the use or functionality of) the Service Software.
- 3.12 There are also additional use restrictions and use terms for the McAfee Multi Access application set out in:
- (a) the "Read Me" files or "About" files provided with the Service Software for the McAfee Multi Access application; and
  - (b) the knowledge articles relating to the McAfee Multi Access application available at Telstra Apps Marketplace support.
- You must read these terms carefully and ensure that your users comply with these terms.
- 3.13 If your users fail to comply with any of the limitations, restrictions or use terms for the McAfee Multi Access application, you must stop using the McAfee Multi Access application immediately and destroy all copies of the Service Software and documentation for the McAfee Multi Access application.
- 3.14 If you transfer ownership of any of your devices to a third party, you must ensure that any Service Software and the McAfee Multi Access application is deleted from the device and the device information is removed from your McAfee Multi Access subscription.

#### Limitations

- 3.15 We will use reasonable care and skill in providing the McAfee Multi Access application. However, we do not warrant that:
- (a) the Service Software or McAfee Multi Access application will be error free or free from interruptions or other failures;
  - (b) it will protect you against all possible security threats (including intentional misconduct by third parties); or
  - (c) there will be no malfunctions or other errors in the Service Software caused by virus, infection, worm or similar malicious code not introduced or developed by us.
- 3.16 The McAfee Multi Access application (including the Service Software) is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Service Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High Risk Activities**"). We disclaim any express or implied warranty of fitness for High Risk Activities.

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- 3.17 You are responsible for selecting the McAfee Multi Access application to achieve your intended results, for installing and using the McAfee Multi Access application and Service Software and for the results you obtain from using them.

#### Service Software

- 3.18 To the extent that the Service Software for the McAfee Multi Access application includes open source software which must be licensed to users on terms which are broader than the licence under this Section of Our Customer Terms, then the relevant open source software is licensed to you on those terms.
- 3.19 There are additional restrictions which apply if the Service Software for the McAfee Multi Access application includes software which has been identified as "Evaluation" Software or "Beta" Software ("**Evaluation Software**").
- 3.20 To the extent permitted by law, the Evaluation Software is provided 'as is' without any warranty, indemnity or support. You are responsible for taking appropriate measures to back up your computer and any other measures to prevent loss of files or data.

#### Export Controls

- 3.21 Your use of the McAfee Multi Access application and Service Software and its related documentation, including technical data, may not be exported or re-exported in violation of the U.S. Export Administration Act, its implementing laws and regulations, the laws and regulations of other U.S. agencies, or the export and import laws of Australia. Export to a particular individual, entity, or country may be prohibited by law. Information about import restrictions can be found at the following websites: <http://www.treas.gov/ofac> and [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp).

#### Audit

- 3.22 We (or a third party acting on our behalf) may periodically audit you on reasonable notice to ensure that you are complying with your obligations regarding the McAfee Multi Access application (including the Service Software).

## 4 CHARGES

- 4.1 The charges for your McAfee Multi Access offers will depend on which offer you select.
- 4.2 We will charge you a monthly charge for each offer that you have (as set out in the Telstra Apps Marketplace).
- 4.3 The charges for your McAfee Multi Access application does not include data or short message service (SMS) charges. You are responsible for any charges incurred with your data- or mobile-service provider for the McAfee Multi Access application, including any overage and penalties assessed for exceeding your data or minute allowance, or use of domestic or international SMS, through access to and communication with our servers for McAfee

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Multi Access application downloads and updates, content storage, backup, cloud computing, device tracking, locking and wiping, and collection of device information necessary to provide the McAfee Multi Access application.

### 5 TERM AND EARLY TERMINATION CHARGE

5.1 You may take up the McAfee Multi Access offers:

- (a) monthly; or
- (b) for an initial term of one (1), twelve (12), twentyfour (24) or thirtysix (36) months (each an **"Initial Term"**).

5.2 If you terminate your McAfee Multi Access offer (other than for our material breach) or we terminate or cancel your McAfee Multi Access offer for your breach, during the Initial Term, we may charge you an early termination charge calculated as 65% of the monthly charges for the subscription multiplied by the number of user licences cancelled multiplied by number of remaining months in the Initial Term at the date of termination, plus any set up charges (if there is one).