

OUR CUSTOMER TERMS CLOUD SERVICES – WORKFORCE GUARDIAN

CONTENTS

Click on the section that you are interested in.

1	About the Workforce Guardian section	2
2	Workforce Guardian application	2
3	Charges	4
4	Term and early termination charge	4
5	Service Levels	5

OUR CUSTOMER TERMS

CLOUD SERVICES – WORKFORCE GUARDIAN

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

1 ABOUT THE WORKFORCE GUARDIAN SECTION

- 1.1 This is the Workforce Guardian 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.
- 1.4 Workforce Guardian will not be available for purchase by new customers from 29 January 2018. Existing customers will continue to receive Workforce Guardian on current terms until further notice.

2 WORKFORCE GUARDIAN APPLICATION

What is Workforce Guardian?

- 2.1 Workforce Guardian is an online employment relations application for Small and Medium Businesses designed to assist you to comply with Australian employment laws.
- 2.2 You can choose from the following plans:
 - (a) **Workforce Guardian Essentials:** Suitable for small business who want to comply with the new employment laws and have easy processes and templates available.
 - (b) **Workforce Guardian Professional:** Suitable for larger business requiring a more comprehensive set of tools to assist in hiring, improving employee performance and creating workplace rules and policies.
- 2.3 Workforce Guardian Professional is capable of generating a greater variety of contracts and gives access to a greater number of human resources processes and procedures than Workforce Guardian Essentials.

Your data

- 2.4 We store all documents, forms and other information you create through the Workforce Guardian application on secure servers.

OUR CUSTOMER TERMS CLOUD SERVICES – WORKFORCE GUARDIAN

- 2.5 We will take all reasonable steps to keep your information confidential and we will not disclose your information to anyone unless we need to do so to deliver the Workforce Guardian application to you, or we are required to by law.
- 2.6 You acknowledge that data transmission over the Internet is not totally secure. While we aim to protect such information, we do not warrant and cannot ensure the security of any information that you transmit to us and you do so at your own risk.
- 2.7 The information you provide us will remain your property, however we or our supplier will continue to own the intellectual property in the underlying forms, documents, agreements, templates, notes and alerts.
- 2.8 We will delete all copies of your information on termination or cancellation of your the Workforce Guardian application. You should make yourself aware of your legal obligations in respect of retention periods for business documents. If you wish to download copies of your information you must advise us in writing before cancellation or termination of your Workforce Guardian application.

Limitations

- 2.9 You acknowledge that the Workforce Guardian application is an information service and does not constitute or provide legal advice.
- 2.10 We will use reasonable commercial care to ensure that the Workforce Guardian application is compliant with applicable Australian Federal legislation. However, we cannot guarantee that the Workforce Guardian application is compliant with all applicable State and Federal legislation.
- 2.11 We will rely on the information you provide us in order to deliver you the Workforce Guardian application.
- 2.12 You acknowledge that:
 - (a) the content of the documents created using the Workforce Guardian application will depend on the information you provide us during the intelligent document creation procedures; and
 - (b) the documents created using the Workforce Guardian application are intended for use in ordinary situations only and are not appropriate for use in special or unusual circumstances.
- 2.13 If you are unsure whether certain circumstances are special or unusual we recommend that you seek legal advice.
- 2.14 We will not be liable for any loss you suffer as a result of your reliance on the accuracy or currency of information available or provided through the Workforce Guardian application.

Liability and Indemnity

- 2.15 To the extent permitted by law, we will not be liable to you for any loss or damage, however caused (including through negligence), which you may

OUR CUSTOMER TERMS

CLOUD SERVICES – WORKFORCE GUARDIAN

directly or indirectly suffer in connection with the Workforce Guardian application or your use of the Workforce Guardian application nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Workforce Guardian application, save for any losses or damages incurred as a direct result of our negligence.

- 2.16 You indemnify us from any and all liabilities, claims, costs, damages, expenses and losses (including reasonable legal costs and expenses) arising from any claim, demand, suit, action or proceedings by any third party or you, which is related to, or arises out of, or is in any way associated with your use of the Workforce Guardian application, including any documents, forms or other materials created through the use of the Workforce Guardian application, or which arise through your breach of Our Customer Terms.

Service Software

- 2.17 You must not use the Service Software for the Workforce Guardian application to develop any competing software or software or other technology that performs in a manner similar to that of the Service Software.
- 2.18 The Service Software for the Workforce Guardian application may contain third party software which is subject to additional terms and conditions (including the acknowledgement of any additional privacy terms and disclaimer). These terms and conditions are available on our supplier's website (www.workforceguardian.com.au). By using the Service Software, you are also agreeing to be bound by these terms.

3 CHARGES

- 3.1 The charges for your Workforce Guardian application will depend on which offer you select.
- 3.2 We will charge you a monthly charge for each offer that you have (as set out in the Telstra Apps Marketplace).

4 TERM AND EARLY TERMINATION CHARGE

- 4.1 You must take up the Workforce Guardian application for an initial term of 12 months ("**Initial Term**").
- 4.2 At the end of your Initial Term (and any renewal term), your subscription to the Workforce Guardian application will automatically renew for a further 12 months (on the same terms) unless you notify us in advance that you wish your subscription to end on the date your Initial Term (or renewal term) expires.
- 4.3 If your Workforce Guardian application is terminated for any reason (other than for our material 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 remaining months in the Initial Term at the date of termination, plus any set up charges.

OUR CUSTOMER TERMS CLOUD SERVICES – WORKFORCE GUARDIAN

5 SERVICE LEVELS

What are our service levels?

5.1 Unless a service level exclusion applies, we aim to meet the service levels for your application set out in the table below. Service levels do not apply during any trial period for the application. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them.

Application	availability target
Workforce Guardian	99.9%

Service level exclusions

5.2 We will not be liable for failure to meet a Service Level which:

- (a) is an intermittent period for less than 10 minutes;
- (b) is caused by you or as a result of your negligence or breach of an obligation including any breach by you or your users of obligations under Telstra Apps Marketplace Our Customer Terms;
- (c) is caused by you or your users failing to follow our reasonable directions;
- (d) arises from you providing us with full and accurate information about the incidents that you report to us;
- (e) is attributable to an event not reasonably within our control or our sub-contractor's control;
- (f) results from any problems or unavailability of internet connectivity or your internal network;
- (g) occurs during Scheduled Downtime;
- (h) without limiting any of the above, is due to any of the following faults:
 - (i) faults caused by hardware, software or systems used by you (such as due to incompatibility), unless such hardware, system, software is provided by us as part of the application;
 - (ii) faults caused by you or any person accessing your application using your password or access key or by your invitation;
 - (iii) faults caused by your negligence or the negligence of any person accessing your application using your password or access key or by your invitation;
 - (iv) faults due to wilful damage to your application by you or any person accessing your application using your password or access key or by your invitation;

OUR CUSTOMER TERMS CLOUD SERVICES – WORKFORCE GUARDIAN

- (v) faults with your equipment that have not been caused by us;
or
 - (i) is a result of downtime required by Telstra to implement an emergency or planned outage to perform urgent or maintenance work. We aim to provide you with as much notice (through the Telstra Apps Marketplace) as possible before an emergency outage.
- 5.3 If we determine that you have submitted a Claim that relates to one of the exclusions, we may charge you, and you agree to pay, our reasonable costs incurred in examining, or rectifying the problems referred to in, your Claim.