

# OUR CUSTOMER TERMS CLOUD SERVICES – BOX

## CONTENTS

Click on the section that you are interested in.

<b>1</b>	<b>About the Box application section</b>	<b>2</b>
<b>2</b>	<b>Box application</b>	<b>2</b>
<b>3</b>	<b>Service Features</b>	<b>2</b>
<b>4</b>	<b>Service Levels</b>	<b>2</b>
<b>5</b>	<b>Plans and Charges</b>	<b>3</b>

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

## **1 ABOUT THE BOX APPLICATION SECTION**

- 1.1 This is the Box application section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 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.

## **2 BOX APPLICATION**

Box (including Box with Direct Access) is not available for purchase by new customers from 1 July 2018. Existing customers can continue on their applicable terms until further notice.

- 2.1 The Box application is a hosted file sync and storage collaboration application that allows users to store, access and share content (including any material, data, text, audio, video, image or other content).
- 2.2 To be able to use the Box application, you must accept and comply with the Box terms of Service available at [https://www.box.com/docs/BSA\\_v02012015ROW/](https://www.box.com/docs/BSA_v02012015ROW/) ("Box Terms of Service").
- 2.3 Unless we agree with you otherwise in writing, Box is available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to create an account in the Telstra Apps Marketplace. You also need to meet any minimum system requirements required to use the Telstra Apps Marketplace.
- 2.4 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customer-terms/business-government/cloud-services>) governs your use of the Telstra Apps Marketplace.

## **3 SERVICE FEATURES**

- 3.1 The full description of the Box application and its features is set out on Box's website ([www.box.com](http://www.box.com)) and in the Box Terms of Service.

## **4 SERVICE LEVELS**

- 4.1 The service levels for the Box application are set out in the Box Terms of Service.

## 5 PLANS AND CHARGES

- 5.1 The Box application is available in various plans, including casual and fixed-term plans, as set out in the Telstra App Marketplace or as we agree with you in writing.
- 5.2 The minimum requirements and user numbers for each plan are set out in the Telstra App Marketplace or as we agree with you in writing.
- 5.3 The pricing for the various Box application plans is set out in the Telstra Apps Marketplace or as we agree with you in writing.
- 5.4 We charge you in advance for your Box application. This means that if you select a 12 month contract with annual billing, you have to pay for the full 12 months upfront.
- 5.5 Telstra and Box shall reconcile the number of licences you have ordered at regular intervals (which may be quarterly or otherwise) and we shall bill you for the actual number of licences that you have provisioned at a price calculated as the original contracted price per licence per annum multiplied by the pro-rata contract term (being the number of days left in the contract term divided by the total number of days in the contract term). We also may contact you to request you to purchase more or to reduce the number of licences that you have ordered with us so that our records and billing accurately reflect the number of licences you have added.

### Casual plans

- 5.6 If you select a casual plan, your service will continue on a month to month basis. There is no minimum term, but you need to give us 30 days' notice to cancel your Box application.

### 12 month contract plans

- 5.7 If you select a contract plan, a minimum term of 12 months applies. You can add additional users at any time, and if you do, the term for each additional user will end at the same time as your initial application term.
- 5.8 At the end of your minimum term your service will renew for a further 12 months on the same terms, unless you tell us at least 30 days in advance that you want to end your subscription. If you have ordered Box with Direct Access, you must tell us at least 45 days in advance that you want to end your subscription.
- 5.9 If you cancel your contract at any time during the term an early termination charge applies.

### Early termination charges

- 5.10 You may cancel your Box application at any time by using the Telstra Apps Marketplace.
- 5.11 If you select a plan with a 12 month contract and your plan is cancelled before your minimum term has ended, an Early Termination Charge (ETC) applies. The ETC is calculated as 85% of the monthly charges payable by

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you multiplied by the number of remaining months in your plan term. If you have paid for 12 months in advance, we will not charge ETC; however, we also will not give you a refund for the remaining months.