Our Customer Terms
Cloud Services – Applications: DocuSign Not For Profit

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

1 ABOUT THE DOCUSIGN NOT FOR PROFIT (NFP) SECTION

1.1 This is the DocuSign Not For Profit (NFP) application 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 DOCUSIGN NOT FOR PROFIT

The DocuSign plans in this section of Our Customer Terms are not available for purchase by new customers from 13 May 2020. Existing customers can continue to receive the DocuSign plans in this section of Our Customer Terms on their current terms until further notice.

What is the DocuSign Not For Profit product?

2.1 The DocuSign Not For Profit product is a series of DocuSign plans available exclusively to customers in the Not For Profit and Charity sector. NFP plans include special pricing discounts, not available to customers who purchase the alternative DocuSign Advanced plans.

2.2 In addition to the standard DocuSign product which allows users to send, sign, and track documents electronically using a compatible tablet, mobile or desktop with internet connection, DocuSign NFP also provides a series of optional 'Add Ons' which allow customers to completely tailor DocuSign and integrate it with other common business applications.

Eligibility

2.3 To use the DocuSign Not For Profit service, you will need to:

(a) Be a registered Charity or Not For Profit organisation registered with the Australian Governments Charities and Not For Profit Commission

(b) Have a valid ACNC ABN

(c) have a compatible tablet or mobile device or desktop with a supported operating system and supported internet browser (**Capable Device**);

(d) purchase a licence from us for the DocuSign application for each eligible user;

(e) download and install the DocuSign application on each Capable Device, where the application is not already installed; and

(f) have access to the internet through a Capable Device.

2.4 You acknowledge that we do not support all mobile platforms nor all browsers, and it is your responsibility to acquire and maintain supported platforms and browsers. We can provide you with details of supported platforms and browsers on request. If you do not maintain supported browsers and platforms, you may not be able to use the DocuSign service and you will still be liable for all fees and charges in relation to your DocuSign service.

Telstra Customers

2.5 The DocuSign service is not available to Telstra Wholesale customers or for resale.

2.6 You must not provide or assist with the provision of the DocuSign NFP service to any other person.

2.7 You must ensure that only your Authorised Users use the DocuSign NFP service. In the Plans described below, each "licence" corresponds to usage of the DocuSign NFP service by one Authorised User.

3 DOCUSIGN NOT FOR PROFIT EDITIONS

3.1 You will be able to take up DocuSign Not for Profit Editions provided you have a valid ACNC ABN.

3.2 DocuSign Not for Profit available on or after 03 September 2018 comprises the following Editions:

(a) 30 Day Free Trial;
(b) Standard NFP;
(c) Business Pro NFP;
(d) Business Pro plus Premier Support NFP (formerly Business Pro Advanced NFP);
(e) Business Pro plus Enterprise Premier Support NFP (formerly Business Pro EP NFP);
(f) Enterprise Pro NFP;
(g) Enterprise Pro plus Premier Support NFP (formerly Enterprise Pro Advanced NFP); and
(h) Enterprise Pro plus Enterprise Premier Support NFP (formerly Enterprise Pro EP NFP).

3.3 You can only take up one Edition of DocuSign Not for Profit on each Telstra Apps Marketplace account. For example you cannot take up Standard NFP and Business Pro NFP

3.4 You cannot combine other DocuSign products with your DocuSign Not for Profit Edition. For example, you cannot take up DocuSign Not for Profit Enterprise Pro NFP and DocuSign Advanced Business Pro together.

Concierge Service

3.5 A Concierge service is available to all customers free of charge who take up the DocuSign 30 day free trial plan before 13 May 2020.

3.6 You must book into the Concierge service via the booking form link that you will be sent to you via email shortly after activating your DocuSign Trial.

30 Day Free Trial Edition

3.7 A 30 Day Free Trial Edition (**Trial**) is available for customers who take up a DocuSign Not for Profit Edition. You do not have to take up the Trial.

3.8 A limit of 10 licences applies to the Trial. These licences are included in your plan.

3.9 After 30 days, your Trial will expire and you will need to select a paid DocuSign NFP Plan Edition. You should arrange this prior to the expiry of your Trial.

3.10 If you require your data and templates to be transferred to your paid DocuSign NFP Edition, you must request this to be done by us prior to expiry of your Trial.

3.11 If you take up the Trial, you will have access to the features set out in the table below:

DocuSign Plan	Features
30 Day Free Trial Plan	• 10 licences included in this plan • Concierge Service (at no charge) • Signing documents (Unlimited) • Sending documents for signature (100 envelopes per licence per year)

3.12 If you choose the DocuSign Standard NFP Edition, you will have access to the features set out in the table below:

DocuSign Plan	Features
Standard NFP Plan	• Signing documents (Unlimited) • Sending documents for signature (100 envelopes per licence per year) • Reminders & Notifications • Personalised Business Branding • Basic tags and signing fields • Reusable templates • Basic Workflows • Real Time Audit Trail • Integrates with Box, O365 and more

	• Supports Multiple languages

3.13 If you choose the DocuSign 'Business Pro NFP', 'Business Pro Advanced NFP', or 'Business Pro EP NFP' Plan, you will have access to the features set out in the table below:

Features	Business Pro for NFP	Business Pro plus Premier Support NFP	Business Pro plus Enterprise Premier Support NFP
Signing documents (Unlimited)	✓	✓	✓
Sending documents for signature (100 envelopes per licence per year)	✓	✓	✓
Dedicated DocuSign Account manager	✓	✓	✓
Basic & Advanced fields	✓	✓	✓
Signing attachments	✓	✓	✓
Bulk send	✓	✓	✓
Power Forms	✓	✓	✓
Collaborative fields	✓	✓	✓
In person signatures	✓	✓	✓
Advanced authentication options	✓	✓	✓
Reminders & Notifications	✓	✓	✓
Personalised Business Branding	✓	✓	✓
Basic tags and signing fields	✓	✓	✓
Reusable templates	✓	✓	✓
Real Time Audit Trail	✓	✓	✓
Integrates with Box, O365 and more	✓	✓	✓
Supports Multiple languages	✓	✓	✓
Includes Premier Support		✓	
Includes Enterprise Premier Support			✓

3.14 If you choose the DocuSign 'Enterprise Pro NFP', 'Enterprise Pro Advanced NFP' or 'Enterprise Pro EP NFP' Plan, you will have access to the features set out in the table below:

Features	Enterprise Pro NFP	Enterprise Pro plus Premier NFP	Enterprise Pro plus Enterprise Premier Support NFP
Signing documents (Unlimited)	✓	✓	✓
Sending documents for signature (100 envelopes per licence per year)	✓	✓	✓
Dedicated DocuSign Account Manager	✓	✓	✓

100 SMS authentications per licence/per year	✓	✓	✓
Q & A Testing Sandbox	✓	✓	✓
Offline Signing	✓	✓	✓
Advanced Workflows	✓	✓	✓
Document Retention policies	✓	✓	✓
Password Policy Management	✓	✓	✓
Advanced roles & Permissions	✓	✓	✓
Recipient Language lock	✓	✓	✓
Basic & Advanced fields	✓	✓	✓
Signer attachments	✓	✓	✓
Bulk send	✓	✓	✓
Power Forms	✓	✓	✓
Collaborative fields	✓	✓	✓
In person signatures	✓	✓	✓
Advanced authentication options	✓	✓	✓
Reminders & Notifications	✓	✓	✓
Personalised Business Branding	✓	✓	✓
Basic tags and signing fields	✓	✓	✓
Reusable templates	✓	✓	✓
Real Time Audit Trail	✓	✓	✓
Integrates with Box, O365 and more	✓	✓	✓
Supports Multiple languages	✓	✓	✓
Includes Premier Support		✓	
Includes Enterprise Premier Support			✓

3.15 You must purchase a minimum of 2 licences for each DocuSign Not For Profit Edition, excluding for the 30 Day Free Trial.

3.16 You can only purchase a maximum of 5 licences for the DocuSign Standard NFP Edition.

3.17 There is no limit to the number of licences you can purchase for all other DocuSign Not for Profit Editions.

3.18 Each licence includes 100 envelopes per user per annum.

3.19 When you reach your envelope cap you will be notified and given an opportunity to purchase more envelopes.

3.20 All envelopes as part of each licence can be pooled and shared with other users.

4 ADD-ONS

4.1 You may purchase Add-Ons to your existing DocuSign NFP Edition by contacting us. For more information on each of the Add-Ons and which Add-Ons are available to you, contact us.

4.2 The range of Add-Ons are set out in the following table.

Add On	Charged

Additional Envelopes (Once off pre-paid)	
100 Additional Envelopes for Business Pro	per pack
100 Additional Envelopes for Enterprise Pro	per pack
Authentication Packs (Once off pre-paid)	
500 Phone Authentication Pack	per pack
500 SMS Authentication Pack	per pack
Design and Implementation Services (Once off pre-paid)	
Consulting per hour	per hour
Consulting 10 hour bundle	per pack
Consulting 20 hour bundle	per pack
Quick Start Adoption	per user
Custom Engagement	per hour
Administrators Certification Course	per user
Template Creation Package	per template
Account Level (Once off pre-paid)	
Single Sign On	per account
Account Level (12 months pre-paid)	
DocuSign Retrieve	per account
Connectors (12 months pre-paid)	
DocuSign Alfresco Connector	per user
DocuSign Google Enterprise Apps Connector	per user
DocuSign Microsoft Dynamics CRM Connector	per user
DocuSign Microsoft Sharepoint Connector	per user
DocuSign Netsuite Connector	per user
DocuSign Sugar CRM Connector	per user
DocuSign SAP Connector	per user
DocuSign Salesforce Connector	per user
DocuSign Ariba Connector	per user
DocuSign Success Factor Connector	per user
DocuSign Generic Connector	per user
Additional Features (12 months pre-paid)	
Advanced Administration with SSO	per user
Expanded Branding for Business Pro/Business Pro Advanced/Business Pro EP plans	per user
Advanced Workflows for Business Pro/Business Pro Advanced/Business Pro EP plans	per user

5 SUPPORT OPTIONS

5.1 Some DocuSign Not For Profit Editions include a support package. If you take up a plan with included Premier Support or Enterprise Premier Support you will receive the following support benefits:

Feature	Premier Support	Enterprise Premier Support
24X 7 DocuSign System availability monitoring	Included	Included
Self Service Resources, including DocuSign Community Support portal & knowledgebase	Included	Included
24 X 7 Sender & Signer live chat support	Included	Included
Online case Submission & Management	Included	Included
Case Submission target time	4 Hours	2 Hours
24 X 7 Live Phone Support	Included	Included
Escalated Support – Tier 2	Included	Included
DocuSign Demo/Sandbox Environment access	Included	Included
DocuSign Integration Support (connectors)	Included	Included
24 X 7 Global Emergency Support	Included	Included
Emergency Response Time target	1 Hour	30 Minutes
Proactive monitoring of cases	Not Included	Included
Adoption Network	Not Included	Included
Administration Certification Class	Not Included	1 User
Technical Customer Success Manager	Not Included	Included

6 CHARGES

6.1 Pricing for DocuSign Not For Profit Plans are available through the Telstra Apps Marketplace or by contacting us.

6.2 All Plans a including those purchased prior to 03 September 2018 are paid annually in advance.

6.3 We do not allow you to:

(a) have a combination of different plan Editions on the same account (e.g. Business Pro Plans and Enterprise Pro Plans) or:

(b) have a combination of different DocuSign products on the same account (e.g. DocuSign Advanced and DocuSign Not For Profit).

Changing your plan

6.4 You can change your DocuSign Not for Profit Editions on the terms set out in the table below. Any changes will take effect from entry into our billing system (and except where your Edition has been cancelled as set out in the table below, it will not affect the term of your DocuSign service).

Change	Terms
If you wish to upgrade your current Edition to a higher Edition	You may upgrade your Edition to a higher Edition at any time for which you will receive a pro-rated credit for the unused portion of your existing Edition which will be applied to your new Edition.

If you wish to move your Edition to a lower Edition	You cannot downgrade your Edition to a lower Edition during your contract term. You will need to cancel your current subscription incurring Early Termination Charges and select a new subscription.

Term and Termination

6.5 DocuSign Advanced plans purchased are available on a 12, 24 or 36 month term. These services start on the date your Plan is activated and continue for the period of the term of the Plan you've chosen. At the end of the contract term, your term will automatically renew for the same term and at the same price until 13 July 2020, after which date your Plan will no longer be available. If you do not want to renew your current DocuSign Advance Edition plan, you must notify us in writing at least 14 days before the expiry of your existing term.

6.6 Add-Ons automatically terminate at the end of the term for the relevant Add-On.

Cancelling your service

6.7 You may cancel your DocuSign for Not For Profit Edition via the Telstra Apps Marketplace or by submitting an application via one of our consultants at any time.

6.8 If you choose to cancel your DocuSign Advanced service:

(a) you forfeit any unused months remaining in the current 12 month contract period; and

(b) Early Termination Charges (ETC) apply for the further contract periods. The ETC for the further contract period is calculated as 65% of the fee for the number of remaining months in your contract term.

6.9 When you cancel you DocuSign Not For Profit Edition you will also lose any templates or data that you had stored in relation to that DocuSign Edition.

6.10 Where you cancel your pre-paid DocuSign Not For Profit Edition purchased prior to 03 September 2018 you will forfeit any unused months remaining in your current 12 month pre-paid term.

7 ADDITIONAL TERMS

7.1 You acknowledge that we rely on a third party service provider in order to supply the DocuSign service to you. You must comply with the following terms, which we are required by our third party service provider to impose on you.

7.2 We will provide the DocuSign service for the period set out in your application form or separate agreement with us. Except for terms which by their nature survive termination, these terms automatically expire along with your right to use the DocuSign service.

7.3 Payment of the charges is a material term of our agreement.

Your acknowledgements

7.4 You acknowledge and agree that:

(a) neither we nor our third party service provider are a party to any agreement executed using the DocuSign service, and we make no representation or warranty regarding the transactions sought to be effected using the DocuSign service;

(b) neither we nor our third party service provider control over, nor can we access, the contents of any contract executed using the DocuSign service (eContract), and so the content, quality, and format of any eContract is at all times in your exclusive control and your exclusive responsibility;

(c) if you choose to use optional features designed to verify the identity of the intended recipient of an eContract (Authentication Measures), we and our third party service provider will apply only those Authentication Measures, but, to the extent permitted by law, neither of us makes any representations or warranties about the appropriateness of any Authentication Measure and further, neither of us assumes any liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure or to circumvent it;

(d) you are solely responsible for ensuring that any eContracts processed through the DocuSign service meet the requirements of applicable Electronic Transactions Laws;

(e) certain types of agreements and documents may be excepted from Electronic Transactions Laws (e.g. court documents, wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies or regulators regarding electronic signatures and electronic records, and neither we nor our third party service provider are responsible or liable to determine whether any particular eContract is subject to an exception to applicable Electronic Transactions Laws, or whether it is subject to any particular agency or regulator promulgations, or whether it complies with Electronic Transactions laws and can be legally formed by electronic signatures;

(f) neither we nor our third party service provider are responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes; and

(g) neither we nor our third party service provider are responsible for or liable to produce any eContracts or other documents to any third parties.

Confidentiality

7.5 The obligations in this section relate to your use of any 'Confidential Information' as defined in this clause and are in addition to any other obligations of confidentiality you owe to us, whether under the General Terms of Our Customer Terms, your separate agreement with us or at law.

7.6 For the purposes of this clause, "Confidential Information" means any trade secrets or other information of our third party service provider, DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software) that is disclosed to you. However, "Confidential Information" does not include any information that:

(a) you knew prior to receiving it from us or our supplier;

(h) you independently develop without use of or reference to any Confidential Information;

(i) you acquire from another source that did not receive it in confidence from DocuSign;

(j) is or becomes part of the public domain through no fault or action of you.

7.7 During and after the term of your DocuSign service, you must;

(b) use the Confidential Information solely for the purpose for which it is provided;

(k) not disclose such Confidential Information to a third party; and

(l) protect the Confidential Information from unauthorised use and disclosure to the same extent (but using no less than a reasonable degree of care) that you protect your own Confidential Information of a similar nature.

7.8 If you are required by law to disclose Confidential Information, you must give prompt written notice of such requirement, and use reasonable efforts to provide notice before such disclosure occurs, and to assist DocuSign to obtain an order protecting the Confidential Information from public disclosure.

7.9 You acknowledge that any actual or threatened violation of these confidentiality provisions may cause irreparable, non-monetary injury to DocuSign, the extent of which may be difficult to ascertain, and you agree that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of the disclosing party, the burden of proving that DocuSign's Confidential Information is not, or is no longer, confidential or a trade secret shall be on you.

Additional responsibilities

7.10 You must not use or permit the use of the DocuSign service to send unsolicited "commercial electronic messages", as defined in the Spam Act 2003 (Cth) outside your organisation.

7.11 You are solely responsible for, and indemnify each of us and our third party service provider with respect to, the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorised User or otherwise Processed through your Account.

7.12 You must not use or permit the use of the DocuSign service:

(c) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene;

(m) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the DocuSign service);

(n) in any manner that is likely to damage, disable, overburden, or impair the System or the DocuSign service or interfere in any way with the use or enjoyment of the DocuSign service by others; or

(a) in any way that constitutes or encourages conduct that could constitute a criminal offence.

7.13 You acknowledge that even though we do not monitor the content processed through the DocuSign service, we or our third party service provider may at any time and without prior notice suspend any use of the DocuSign service and/or remove or disable any content. We will use reasonable commercial efforts to provide you with notice of any such suspension or disablement before its implementation, or promptly thereafter.

Privacy and personal information

7.14 Except as required by law, you have sole responsibility for the legality, reliability, integrity, accuracy and quality of the personal Information you provide to us using the DocuSign service.

7.15 Both we and our service provide will treat your Personal Information in accordance with our respective Privacy Policies. You acknowledge that the DocuSign service uses data transmissions over the public internet and except as required by law, neither we nor our third party service provider will be responsible for any loss, destruction, alteration or disclosure of Personal Information caused by any third party whose services are used only incidentally and without our direct involvement (for instance, third party network providers over whose networks internet traffic is transported).

7.16 To the extent we are required to process Personal Information in connection with the DocuSign service, and in addition to the matters set out in our Privacy Policy:

(d) you acknowledge that the Personal Information may be disclosed or stored outside Australia or the country where your Authorised Users are located;

(e) you consent to us and our third party service provider to receive, share and disclose Personal Information arising from use of the DocuSign service with telecommunications or other third party service providers used in conjunction with the DocuSign service;

(f) you confirm you are entitled to disclose the relevant Personal Information to us and our third party service provider so that we

may lawfully use, process and disclose the Personal Information to perform the DocuSign service;

(g) you must ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and disclosure by us and our third party service provider as required under the Privacy Act;

(h) you must comply with your obligations under our Privacy Policy, the Privacy Act and any other applicable law in relation to the Personal Information disclosed to us in connection with your use of the DocuSign service.

Intellectual Property

7.17 Our third party service provider owns various intellectual property and technology rights associated with the DocuSign service, its document management, digital signature, and notary system.

7.18 Your rights with respect to the foregoing are limited to the rights to use the DocuSign service that are granted by these terms for the purposes contemplated by this section of Our Customer Terms, and no other.

7.19 Except for the rights expressly granted in this section of Our Customer Terms, neither you nor your Authorised Users nor any other person receive a licence to, or assignment of, DocuSign's technology or other intellectual property or technology rights.

7.20 All right, title, and interest in and to DocuSign's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark, design, database or moral rights, will remain solely with DocuSign at all times. You must not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign service or DocuSign's technology, except to the extent permitted by law.

7.21 You receive a limited, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos (Licensed Marks) solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

7.22 DocuSign has exclusive ownership of and title to the Licensed Marks and the goodwill related thereto and you agree that any goodwill that accrues because of your use of the Licensed Marks is the property of DocuSign. You must not contest or take any action in opposition to any DocuSign intellectual property right or the Licensed Marks or to use, employ or attempt to register any intellectual property right that is the same as or similar to any DocuSign intellectual property rights or the Licensed Marks.

7.23 Data and information that you own that is processed using the DocuSign service remains your property, but we have a right to use it to provide the DocuSign service and our other internal business purposes.

Storage

7.24 We will store all completed eContracts sent by you until the end of your agreement with us, in accordance with the Specifications, unless you configure your DocuSign service settings so that eContracts are not stored. You can retrieve copies of stored eContracts during the Term. You can, at your option at risk, tell us to delete or purge one or more stored eContracts before to the end of the term, and we will comply with that direction.

7.25 We may in our sole direction delete an uncompleted eContract immediately and without notice on the earlier of the expiration of the Envelope (where you have established an expiration for such Envelope, not to exceed 365 days) and the end of the term.

7.26 We may retain Transaction Data indefinitely, but will keep it confidential.

Warranties, disclaimers and indemnification

7.27 We warrant that:

(i) the DocuSign service as used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret;

(o) the DocuSign service will be performed in accordance with the then-current Specifications; and

(p) the DocuSign service will be free of all known (based upon best practice screening techniques deployed by us or our third party supplier) harmful or illicit code, trapdoors, viruses, or other harmful features.

7.28 Subject to section 7.34, and to the maximum extent permitted by law:

(j) we make no additional representation, warranty, guarantee or condition of any kind, whether express, implied in fact or by operation of law, or statutory as to any matter whatsoever;

(q) we expressly disclaim all implied conditions and warranties and statutory guarantees; and

(r) do not warrant that the DocuSign service are or will be error-free or meet your requirements or be timely or secure or fit for any purpose. You have no right to pass on any representation, condition or warranty on behalf of us or our third party supplier to any third party.

7.29 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

7.30 You warrant that:

(k) you have all requisite rights and authority to use the DocuSign service and to grant all applicable rights herein;

(s) the performance of your obligations will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties

(t) you will use the DocuSign service for lawful purposes only and in accordance with Our Customer Terms;

(u) you are responsible for all use of the DocuSign service in your Account;

(v) you are solely responsible for maintaining the confidentiality of your Account names and password(s);

(w) agree that we are not liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; and

(x) you will not attempt to gain unauthorised access to the System or the DocuSign service, other accounts, computer systems, or networks under the control or responsibility of DocuSign or us through hacking, cracking, password mining, or any other unauthorised means.

7.31 You will defend, indemnify, and hold us, our third party supplier and the affiliates, officers, directors, employees, suppliers, consultants, and agents of each of us harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to:

(l) your use of the DocuSign service;

(y) your breach of this section of Our Customer Terms;

(z) your infringement, or infringement by any other user of its Account, of any intellectual property or other right of any person or entity; or

(aa) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted or otherwise Processed through your Account.

Limitations of Liability

7.32 Subject to section 7.34 and to the maximum extent permitted by law:

(bb) we and our third party supplier will not under any circumstances be liable to you for any consequential, incidental, special or exemplary damages, lost profits, loss of business, loss of opportunity or loss of data even if we were made aware of the likelihood of such damages occurring; and

(cc) under no circumstances will our total liability of all kinds arising out of or related to the DocuSign service (including warranty claims) regardless of the forum and regardless of whether any action or

claim is based on contract, tort (including negligence) or otherwise exceed the amount paid by you for the DocuSign service in the three months preceding the date of the action or claim.

7.33 Each provision of this section of Our Customer Terms that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is to allocate the risks of the service between us. This allocation is reflected in the pricing offered to you for the DocuSign service and is an essential element of the basis of the bargain between us. Each of these provisions is severable and independent of all other provisions of these terms, and each of these provisions will apply even if the warranties and remedies in these terms have failed of their essential purpose.

7.34 IN CERTAIN CIRCUMSTANCES, THE AUSTRALIAN CONSUMER LAW IMPOSES LIABILITY ON THE SUPPLY OF SERVICES, WHICH CANNOT BE EXCLUDED. WHERE TELSTRA CANNOT EXCLUDE ITS LIABILITY FOR THE DOCUSIGN SERVICES, THE LIMITATION IN THE FOREGOING PARAGRAPH DOES NOT APPLY. WHERE TELSTRA CANNOT EXCLUDE LIABILITY BUT CAN LIMIT IT, THE LIMITATION IN THE FOREGOING PARAGRAPH DOES NOT APPLY AND TELSTRA LIMITS ITS LIABILITY TO THE RESUPPLY OF THE RELEVANT SERVICE, OR PAYMENT OF THE COST OF HAVING THE SERVICE RESUPPLIED.

Definitions

"**Account**" means a unique account established by you in order to gain access for your Authorised Users to the DocuSign service and, where applicable, other Telstra Products.

"**Authorised User**" means an individual employee or your third party agent, as identified by a unique email address and user name, who is registered as a member of your Account. No two persons may register, access or use the DocuSign services as the same Authorised User.

"**eContract**" refers to a contract, notice, disclosure, or other record or document deposited into the System by an Authorised User for Processing under the DocuSign services.

"**Electronic Transactions Laws**" means the Electronic Transactions Act 1999 (Cth) and equivalent State and Territory legislation.

"**Envelope**" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"**Personal Information**" has the meaning set out in section 6(1) of the Privacy Act.

"**Privacy Act**" means the Privacy Act 1988 (Cth).

"**Process**" and means to perform any operation or set of operations on your eContracts, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"**Specifications**" means the DocuSign services Specifications available at http://docusign.com/support/specifications.php.

"**System**" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the DocuSign services.

"**Term**" means the term of your DocuSign service with us.

"Transaction Data" means the metadata (such as transaction history, image hash value, method and time of envelope deletion, sender and recipient names, email addresses, and signature IDS) associated with an envelope and maintained by us or our third party service provider in order to establish the digital audit trail required by the DocuSign service.