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Certain words are used with the specific meanings set out in this Part of Our Customer Terms.

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## 1 About this Part

### Our Customer Terms

- 1.1 This is the T-Cloud Service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply to see these terms (home and family Customers can be found at <http://www.telstra.com.au/customer-terms/home-family/>; business and government Customers can be found at <http://www.telstra.com.au/customer-terms/business-government/>).

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with anything in the T-Cloud Service section, then the T-Cloud Service section applies instead to the extent of the inconsistency.

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## 2 What is the T-Cloud service?

- 2.1 Our T-Cloud service enables you to store electronic files, including items like home videos, documents and photos and other (“**Content**”). Further details about the type of Content that can be stored using the T-Cloud service is available at our website [telstra.com/tcloud](http://telstra.com/tcloud).
- 2.2 The T-Cloud service includes use of websites associated with the service and the technology used to deliver the services to you.

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## 3 Availability

- 3.1 To access and use the T-Cloud service you need to be connected to the internet through a web browser.
- 3.2 On and from 9 January 2015, the T-Cloud service is no longer available for new customers to the service.

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## 4 Eligibility

- 4.1 In order to use the T-Cloud service you must initially complete the registration procedure to create a new T-Cloud account at <http://www.telstra.com/tcloud>.

- 4.2 It is important that we have your current contact details so that we may contact you in relation to your service if needed. If your contact information or other information related to your account, changes, you must notify us promptly and keep your contact information current.
- 4.3 You may register, access and use the T-Cloud service if you are 13 years of age or older.
- 4.4 If you are under 18 years of age, you must have your parent or guardian's approval to register, access and use the T-Cloud service and your parent or guardian must read and agree to be bound by these terms on your behalf. We reserve the right to require your parent or guardian to enter into a further agreement as evidence of their consent and agreement to these terms.

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## 5 Your Content

- 5.1 The T-Cloud services enables you to store your Content in your T-Cloud account.
- 5.2 Storing your Content in your T-Cloud account does not transfer any ownership of your Content to us nor does it grant us any other intellectual property rights in or to that Content except the limited rights to deal with the Content in the manner needed to run and manage the T-Cloud services, as explained below.
- 5.3 You expressly grant us the right to use, reproduce, modify, disclose, access and do all other things that we may need to do with your T-Cloud account and your Content to enable our systems to provide and manage the T-Cloud service and to comply with laws, copyright take-down requests and requests from law enforcement agencies. This right includes the right to permit our third party providers who assist us in providing, managing and maintaining the T-Cloud service to use, reproduce, modify, delete, disclose, access and do all other things they need to do solely to provide, manage and maintain our T-Cloud service and to comply with laws, copyright take-down requests and requests from law enforcement agencies. We and our third party providers, however, only access your T-Cloud account and Content if necessary, and then only to the extent necessary, to do the things listed above.

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## 6 Your Privacy

- 6.1 We collect, use and disclose personal information as set out in our "Protecting Your Privacy" Statement. The current version of our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy_statement.html)

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## 7 Your obligations

- 7.1 The *Copyright Act 1968* (Cth) protects various materials such as films, music, photographs, images, books and computer programs. It is an infringement of copyright to download, copy, share or distribute such materials unless it is expressly permitted by the Copyright Act or you have the permission of the copyright owner.
- 7.2 You must not upload, copy, download, share or otherwise store Content using the T-Cloud service unless you have the right to do so. You have the right to do so if you are the owner of any intellectual property in and to the Content (for example, you created the Content, such as a video or other file, entirely yourself without copying or adapting it from any other source) or you have the authority or consent of the person who is the owner of the intellectual property in and to the Content (for example, a friend took a photo of you, gave you a copy of the photo and is happy for you to use the photo in any manner you choose).
- 7.3 You, not we, are responsible for ensuring that you have the rights or permissions needed to comply with these terms. You are also responsible for maintaining and protecting any intellectual property rights you have in or to your Content and you will be fully responsible and liable for the Content you upload, copy, download, share or otherwise chose to store while using the T-Cloud services.
- 7.4 You must not upload, copy, download, share or otherwise store:
- (a) malware or any other malicious software in or to the T-Cloud service;
  - (b) any Content which is unlawful.
- 7.5 While we use reasonable efforts to ensure that the T-Cloud service is fault free, we will not be liable for any loss or corruption of your Content, or for any costs or expenses associated with backing up or restoring any of your Content.
- 7.6 You are solely responsible for your conduct, the content of your Content, and your communications with others while using the T-Cloud service.
- 7.7 You acknowledge and agree that it is your choice to use the T-Cloud service and that we are not responsible for any offence caused to you by any Content stored. You also acknowledge and agree that we do not monitor or control, and we are not responsible for the Content that other users of the T-Cloud service may upload, copy, download, share or otherwise store using the service, nor for the accuracy, completeness, appropriateness, or legality of that Content.

- 7.8 We reserve the right to remove any Content of which we become aware which we reasonably consider breaches these terms, but we are not required to remove any such Content unless required to do so to comply with laws, to comply with a copyright take-down request or the request of a law enforcement agencies. You agree that we are not responsible for any offence, damage or loss caused to you by any such Content.

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## 8 Sharing Your Content

- 8.1 The T-Cloud services provide features that allow you to share your Content with other people. There are many things that users may do with that Content (for example, copy it, modify it, re-share it). In addition to ensuring that you have all rights or permissions needed to share the Content, please consider carefully what you choose to share or make public. We take no responsibility for your use of the sharing facilities.

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## 9 Account Security

- 9.1 You are responsible for any activity using your T-Cloud account, whether or not you authorise that activity.
- 9.2 You should immediately notify us of any unauthorised use of your account by calling us on the contact number provided on our website <http://www.telstra.com/tcloud>.

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## 10 Software and updates

- 10.1 Some use of our T-Cloud services requires you to download and install software to your compatible T-Cloud service device. We hereby grant you a limited, nonexclusive, non-transferable, revocable licence to download and use that Software for the sole purpose of accessing and using the T-Cloud service on these terms.
- 10.2 You receive no other right, title or interest in or to the Software or any update or modification to it.
- 10.3 Your licence terminates on the expiration or termination of your T-Cloud account.
- 10.4 You must not:
- (a) use the Software on behalf of, or for the benefit of, any other person;
  - (b) disassemble, reverse engineer or create more than one copy of the Software (unless you have a statutory right to disassemble, reverse engineer or create more than one copy of the Software, in which case you must only do so to the extent permitted by your statutory right); or

- (c) alter or remove any copyright or other intellectual property notifications applied to the Software.

10.5 From time to time, we may publish updates to downloadable software. Where possible, we will notify you when updates become available. However, it is your responsibility to check on our website <http://www.telstra.com/tcloud> and install updates as and when they become available.

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## 11 Our rights to the T-Cloud service and right to use feedback

11.1 We and our licensors own all right, title and interest, including all intellectual property rights in and to the T-Cloud service and the Software (including any updates). The T-Cloud service, including all content, trade marks, branding and logos, technology and software used to provide or used in relation to the T-Cloud service are protected by copyright, trade mark, and other laws in both Australia and other countries.

11.2 These terms do not grant you any right, title, or interest in or to:

- (a) the T-Cloud service, or any part of it, other than the right to access and use the T-Cloud service on these terms; or
- (b) the Content of third parties accessible via the T-Cloud service, other than any rights granted to you by the owner of the right, title and interest in that Content.

11.3 By providing us with any feedback, comments, or suggestions about the T-Cloud service, you automatically agree to us using or not using that feedback, comment or suggestion in any manner we choose without any obligation to you (including any obligation to identify you as the originator of that feedback, comment or suggestion).

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## 12 Acceptable Use policy

12.1 The **Acceptable Use Policy** set out in Part A – General Terms for BigPond services (can be found at <http://www.telstra.com.au/customer-terms/home-family/bigpond-services/general/>) applies to your access to and use of the T-Cloud service.

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## 13 Infringing Content

13.1 We reserve the right to delete or take down any Content hosted in the T-Cloud service, and to suspend or cancel your T-Cloud account and service, where we reasonably suspect that your Content is infringing a third party's intellectual property rights.

- 13.2 The T-Cloud service is subject to Telstra's policy for dealing with repeat infringers of copyright, which may, in appropriate circumstances, result in us terminating or suspending a repeat infringer's T-Cloud account and service.

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## 14 Charges

- 14.1 The charges payable by you and the amount of the storage allowance provided to you for the T-Cloud service depends on whether you are a Telstra eligible Customer or not.

### Eligible Telstra Customers

- 14.2 You are an eligible Telstra customer for as long as you continue to have one of the following Telstra services:
- (a) a mobile service (whether postpaid or prepaid); or
  - (b) an Internet service other than a Telstra satellite service (which includes a Telstra DSL, Telstra cable, Telstra dial-up or Telstra NBN service).
- 14.3 If you are an eligible Telstra Customer, you will receive an initial allocation of storage space at no additional charge ("**Telstra Allocation**") when you register for the T-Cloud service and for as long as you continue to be an eligible Telstra access customer.
- 14.4 If you cease to be an eligible Telstra customer, you will no longer be eligible to receive your Telstra Allocation of storage space and your storage space will be automatically downgraded to the storage space set out on our website.
- 14.5 If at any time you require additional storage space on your T-Cloud account, you can purchase additional storage space in the amounts set out on our website.

### Customers other than eligible Telstra Customers

- 14.6 If you are a Customer other than an eligible Telstra Customer, including if you cease being an eligible Telstra access Customer at any time, you will receive an initial allocation of storage space at no additional charge ("**Customer Allocation**") when you register for the T-Cloud service.
- 14.7 If you require additional storage space on your T-Cloud account, you can purchase additional storage space in the amounts set out on our website.

### Sufficient data

- 14.8 If you exceed, or your current upload will exceed, your allocated level of storage space, any attempt to upload further Content will be restricted.

- 14.9 If you wish to downgrade to a smaller storage quota, you need to ensure that your Content will fit within the small storage quota. You may need to delete some of your Content before downloading to fit within the smaller storage quota, before being permitted to downgrade.

### **Data charges**

- 14.10 Whether you are an eligible Telstra access Customer or a Customer other than an eligible Telstra Customer, you will incur, and are responsible for, data usage charges when you use the T-Cloud Service.

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## **15 Billing**

- 15.1 Monthly charges are payable in advance.
- 15.2 You may upgrade your T-Cloud service at any time.
- 15.3 If you upgrade your T-Cloud service, you will be charged the new monthly charge immediately and your monthly billing anniversary will be reset to the date you upgraded your service. If there are any days remaining on the lower plan before you upgrade, we will provide you with a pro-rated credit for those remaining days which we will deduct from your new monthly charge.
- 15.4 You may downgrade your T-Cloud service at any time if the plan you try to downgrade to has sufficient storage for your current Content. If that plan does not have sufficient storage for your current Content, you will need to delete some of your Content before you are able to downgrade.
- 15.5 If you downgrade your T-Cloud service, you will be charged immediately and your monthly billing anniversary will be reset to the date you downgraded your service. If there are any days remaining on the higher plan before you downgrade, we will provide you with a pro-rated credit for those remaining days which we will deduct from your new monthly charge.
- 15.6 Charges will be:
- (a) billed to your nominated credit card, where you select to pay by credit card (we accept Mastercard, Visa, American Express and Diners Club only);
  - (b) billed to your Telstra bill, if this option is available and you nominate this option;  
or
  - (c) debited from your pre-paid balance, if you are a Telstra pre-paid Customer and you nominate this option.



- 15.7 If you use a credit card for charges, you agree that we may bill all charges related to the T-Cloud service to that credit card
- 15.8 If you choose to charge the T-Cloud service to a Telstra bill, you must be the Telstra account holder for that bill or have the authority of the account holder.

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## 16 Cancellation and Suspension

- 16.1 You or we may suspend or cancel your T-Cloud service in accordance with our General Terms. The General Terms of Our Customer Terms for home and family Customers can be found at <http://www.telstra.com.au/customer-terms/home-family/>; business and government Customers can be found at <http://www.telstra.com.au/customer-terms/business-government/>.
- 16.2 If we or you cancel your T-Cloud service in accordance with our General Terms (see links above), we may delete your Content from your T-Cloud account.
- 16.3 If you take up the Telstra Allocation or the Customer Allocation, we reserve the right to cancel your T-Cloud service if there has been no activity on your T-Cloud account for at least 6 consecutive months. We will contact you before we cancel your T-Cloud service in this manner. If you do not want us to cancel your service in this manner, you can maintain your service simply by using it again.

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## 17 Miscellaneous Legal Terms

- 17.1 Your rights under these terms belong to you alone. You may not transfer your rights or obligations in respect of the T-Cloud service or these terms without our prior consent – which we will not unreasonably withhold.
- 17.2 These terms are governed by the law of the Australian State or Territory in which you are connected to the T-Cloud service.