

## **My Telstra Experience Terms**

Welcome to the My Telstra Experience site ("this site").

This site is an official site of Telstra Corporation Limited ("we", "us", "our" or "Telstra") (ABN 33 051 775 556). By visiting this site, you are agreeing to the terms listed on this page, the [General Terms of Use](#) and our [Privacy Statement](#) ("Terms"). The Terms are important. You should read and understand them before using this site.

### **1. Forums and Surveys**

This site contains areas where you can submit your own views and access other users' views ("Forums"). You will also be able to respond to surveys sent to you directly by email or accessible on this site ("Surveys").

### **2. Registration**

You may be required to register and/or set up an account to use certain portions of this site, or the site as a whole. In order to do so, you may be provided with, or be required to choose, a password, username, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is (where applicable) accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the site.

To use this site, you must be 18 years of age or older.

### **3. Use of username and password**

If you register and/or set up an account on the site, you are responsible for maintaining the confidentiality of your Registration Information. You may not authorise others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this agreement to any third party without our prior written approval. Any attempt to do so will be null and void and shall be considered a material breach of these Terms.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorisation, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the site.

### **4. Forum rules**

There are some rules about how you may use, and the materials you may submit to, the Forums. In using any Forum, and this site in general, you must not:

- submit or transmit any material that is unlawful, threatening, defamatory, pornographic, inflammatory, menacing, encrypted, or offensive, or which otherwise inhibits other users from using or enjoying the Forum or this site;
- submit or transmit any material that infringes or violates another person's rights, including intellectual property rights, or privacy, or misuses another person's confidential information;
- submit or transmit unsolicited commercial electronic messages, or solicit other users to buy or sell products or services or donate money;
- impersonate another person (for example, by pretending to be someone else when you submit a contribution to a Forum) or by using another person's Registration Information without permission;
- tamper with, hinder the operation of, or make unauthorised modifications to the Forum or this site;

- knowingly transmit any virus or other disabling feature to (whether via the Forum or otherwise) this site;
- misrepresent a relationship with any person or organisation;
- do anything that is unlawful in any way; or
- attempt to do any of these things or permit another person to do any of these things.

Please also:

- ensure you address the discussion forum topic;
- identify yourself by your username; and
- respect the views and opinions of others.

You may face personal liability if content you submit is published and is unlawful. For example, if you submit material which is defamatory and cannot be defended, then you could be sued by the person defamed as well as others.

We may ban users from participating in the Forums, or from this site, who, in our opinion, repeatedly breach the above rules or any other provisions of these Terms.

In addition, the following types of postings are not permitted:

- repetitive messages, including cross-posting, flooding, and spamming;
- messages of excessive length (more than 1000 words or 2500 characters); or
- viruses, files, or potentially harmful code.

We reserve the right to reject posts that do not meet these rules. Moderators will ensure that postings are relevant and may take any steps they think appropriate to ensure that content meets these rules. We reserve the right to reject posts that direct readers to third-party websites.

Postings may be edited for reasons of space, clarity, to remove offensive or unlawful content, to avoid repetition or for any reason determined by Telstra in our absolute discretion. You consent to Telstra reproducing and publishing in any form any posting or any other material (either in whole or an edited version of the posting or other material) submitted by you to this site, in other Telstra websites or Telstra publications.

### **Moderation of Forums**

All postings will be reviewed by a moderator after publication:

- postings will be removed if a moderator believes they do not meet the rules or are inappropriate for the site;
- the moderator's decision is final and no correspondence will be entered into;
- postings may be edited if and as the moderator considers it appropriate to meet the rules; and
- moderators may also edit, divide, or rename a posting if necessary to improve the usability of the Forum.

### **5. Submitting material**

When you submit material to this site, we may ask you to provide us some personal information to help us verify your identity, conduct research activities and to help us administer this site. We may also use your Survey results in conjunction with your other customer information that we hold. This will be for

research purposes only to help improve our services to our customers. To ensure your privacy, Survey results will be grouped together with those of other respondents who have completed the same Survey and all information provided will be used in aggregated, de-identified format only. None of your personally identifiable information will be reproduced in our Survey results. We will treat your personal information in accordance with our [Privacy Statement](#). Remember that information and material that you post on a Forum will be accessible to other users. Be careful what you post on a Forum.

We may edit, refuse to post or remove any material submitted to a Forum, in whole or in part, that we think breaches any of the rules set out above, or which is not, in our view, otherwise appropriate for a Forum. We are not, however, obliged to monitor, edit, filter or remove material submitted and posted to a Forum.

This site is intended to be a venue for open discussion. We do not necessarily agree with the views expressed in any submission or other materials provided to a Forum or in a Survey and we are not responsible for the content of any material contained in a Forum or Survey. We make no claims that the content of material in a Forum, Survey result, or otherwise on this site, is correct, reliable or complete. You should make your own enquiries before acting upon or relying on the information or material in a Forum, Survey or on this site.

## **6. Intellectual property**

The material available on this site, including Forums, Surveys, the software, design, text and graphics comprised in this site, and the selection and layout of this site is either owned or licensed by us, and is protected by copyright under the laws of Australia and other countries.

You may not copy, frame, publish, publicly perform, communicate, adapt, sell or sublicense any of the material on this site, except as permitted by statute or with our prior written consent.

This site also includes trade marks (registered or otherwise) which are otherwise protected by law including, but not limited to the word TELSTRA, the Telstra logo, and the T Logo. You may not use these trade marks or the names "Telstra Corporation Limited", "Telstra Corporation" or "Telstra" or the name of any of our related companies as trade marks.

This site may contain links to third party sites. The links are provided only for your convenience and do not indicate, expressly or impliedly, any endorsement by Telstra of the linked sites or the products or services provided at the linked sites. If you access those sites, or purchase or use any products and services made available at those sites or from sites linked to those sites, you do so at your own risk.

By submitting material to a Forum or responding to a Survey, you:

- a. grant us a perpetual, royalty-free, non-exclusive, irrevocable worldwide licence to use, copy, publish, publicly perform, communicate and adapt that material, and to sublicense those rights through the operation of this site;
- b. agree to comply with the rules set out above; and.
- c. agree to its public disclosure.

The licence granted in this section 6 will survive the termination of this agreement for any reason.

## **7. Our liability to you**

Given the nature of the Internet, we cannot guarantee that this site will always be available or fault or virus free.

The terms that apply to the supply of this site are those that are expressly set out or incorporated in this document and those implied by consumer protection laws to the supply of this service that are unable to be excluded. No other terms apply. Subject to the express exclusions we make below, we accept our liability to you for breach of contract or negligence under principles applied by the courts. We are not responsible for:

- a. loss caused by factors which could reasonably be considered to be outside our control such as faults in third party equipment;

- b. loss of data or loss of profits or revenue; and
- c. any loss to the extent that it is caused by you, for example, through your negligence or breach of contract.

## **8. Change of Terms**

We may change the Terms by obtaining your consent or in accordance with this section. Whether we give you notice, and how long that period of notice is, depends on the type of change. If the change to the Terms:

- a. will benefit you, we can make the change immediately and are not required to notify you prior to the change;
- b. has a detrimental impact on you but is required by law, or is necessary for security reasons, to prevent fraud, or for technical or infrastructure reasons, we will try to give you 3 days' prior notice of the change but may give you less (or none) if the need for the change is urgent;
- c. will have a significant detrimental impact on the majority of users of this site, or on a specific class of site users (and you are one of this class), and the change is not of a type described in (b), we will give you at least 30 days' prior notice of the change; or
- d. if the change is not of a type described in (a), (b) or (c), we will give you at least 10 days' prior notice of the change.

If we change the Terms, you may choose to stop using this site. Any use of this site after a change of the Terms takes effect will be governed by the varied Terms.

We do not have to notify you if we simply make changes to this site or to a Forum or Survey.

## **9. Termination**

You may stop using this site at any time, and we may stop making this site available at any time for any reason.

In addition, we may immediately suspend, terminate or limit your access to this site if:

- a. you are in breach of the Terms and the breach is something which cannot be remedied, or you fail to remedy the breach within 30 days' of our written notice to you of that breach; or
- b. we believe on reasonable grounds that there is a real risk of serious loss or damage to us or another if we do not suspend, terminate or limit your access to this site (for example, you have submitted a defamatory statement for posting on a Forum).

## **10. Notice**

Any notice we give you under these Terms (for example, about a change of the Terms) will be made by posting the notice to this site. Notice is deemed to be given when we post it to this site. You should review this site regularly to read these notices.

## **11. General matters**

These Terms are governed by the law in force in the State of New South Wales, Australia, and you and we both irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them for determining any dispute concerning these Terms.

If any part of these Terms is invalid or unenforceable, it will be struck out and the remaining terms will remain in force.

If we do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to subsequent or similar breaches. If you do not act in relation to a breach by us of the Terms, this does not waive your right to act with respect to subsequent or similar breaches.

You may not assign or transfer your rights or benefits under the Terms to any other person or entity without our prior written consent, which we will not unreasonably withhold.

We may use third party providers, including Vision Critical Communications, Inc. to assist in the operation of this site.