

End User Licence Agreement – Soluto™ Broadband Support Application – for Telstra nbn™ customers

Before you click on the “Accept” button below, please read these terms carefully. By clicking on the “Accept” button, you agree to be bound by these Licence terms and that you have read and accepted the Assisted Installation Trial with Telstra Customer Terms available at: <https://www.telstra.com.au/content/dam/tcom/business-enterprise/support/pdf/trial-description-url.pdf>. If you do not agree to be so bound, click the “Decline” button and the application will not be downloaded to your device.

1. **End User Licence and Soluto™ Broadband Support Application functions:** This End User Licence (**Licence**) is an agreement between you and Telstra and its service partner Asurion LLC and its related bodies corporate (**Asurion**), regarding the use of the **Soluto™ Broadband Support Application (SBS App)** to help you set-up your services on the nbn™ network.

2. The SBS App allows the following functions to operate on your mobile device (**Functions**):

a) **Technical Support Functions:** "Click-to-Call", "Click-to-Chat" and device "Self Help", including contextual search self-help, access to specialist device utilisation articles and a notification service.

3. The SBS App includes several Functions, and your ability to access those Functions depends upon your mobile device and your agreement with Telstra. Telstra and their service partner do not warrant that the SBS App will be compatible with or operable on your mobile device or that any particular SBS App Function

will be available to you. You acknowledge and agree that not all of the SBS App Functions may be available to you at all times or at any time. Your mobile device must be powered on and within your mobile coverage area for the SBS App to operate. Telstra and their service partner reserves the right to change, suspend or discontinue any or all of the SBS App, and/or any of the Functions at any time, for any reason and without notice or liability to you. It is your responsibility to download any updates to the SBS App. Telstra and their service partner will not assume any liability if you do not have the most current version of the SBS Applications on your mobile device.

4. **If you are a Telstra customer** you acknowledge and agree that you are responsible for:

(a) each download of the SBS App, which will count towards your data allowance; and

(b) data usage fees for the SBS App.

5. **Licence Grant:** Subject to your compliance with the terms of this Licence, this Licence permits you to use one copy of the specified version of the SBS App for your personal use on your mobile device for so long as you are a Telstra customer with a Telstra service on the **nbn**TM network or an associated End User. Your right of use is non-exclusive, non-transferable and revocable. Beyond what is expressly granted to you in this Licence, you are granted no other rights in the SBS App, we and our service partner reserve all other rights.

6. **Restrictions:** You must not:

a) sub-license, assign, share, sell, rent, lease or otherwise transfer your right to use the SBS App;

b) alter or remove any copyright or other intellectual

property notifications applied to the SBS App;

c) print, copy, enhance, improve, modify, adapt, translate, decompile or reverse engineer any part of the SBS App, nor attempt to, nor allow any other party to do so;

d) use any of the proprietary information, interfaces or other intellectual property of the SBS App to design, develop, manufacture, licence or distribute any applications, accessories or devices for use with the SBS App;

e) make the SBS App available over a network or otherwise permit multiple users to access the SBS App; or

f) use the SBS app unlawfully or for any unlawful purpose.

7. **Intellectual Property:** All intellectual property rights in the SBS App, its and any associated source code are owned by its service partner Asurion, as licensor to Telstra. In no event will the SBS App or its Functions be deemed “open source” or “Publicly available” software.

8. Telstra and its’ service partner are not liable if your use of the SBS App or its Functions infringes the intellectual property rights or misappropriates information of any third party.

9. **Third Party Content:** The SBS App or its Functions may permit access to third party websites, products and services including advertising material (**Third Party Content**). Such access does not in any way constitute or imply any representation or endorsement by Telstra or Asurion of Third Party Content. Your access to and use of any Third Party Content is at your discretion, risk and liability. Telstra and Asurion reserve the right to restrict or deny access to any Third Party Content otherwise accessible though the SBS App or its Functions.

10. **Functionality:** Telstra/Asurion may modify, change, suspend or discontinue with any or all Functions.

11. **Special conditions relating to the collection of information:** If available, the SBS App can collect certain operational and performance information about your device, including speed of the device, storage levels, battery performance, operating system version, applications and settings. Future functionality may collect information about data usage and your device IMEI number (**Device Information**).

12. When accessing the SBS App, you acknowledge that Asurion may have access to any personal information contained or collected through the SBS App, and that the 'privacy' terms set out below apply unless we tell you otherwise. For information regarding Telstra's collection and use of information please see the Privacy Statement available at: <https://www.telstra.com.au/privacy/privacy-statement> and Asurion's Privacy Policy for Mobile Applications available at: <https://www.asurion.com/pdf/asurion-app-privacy/> To the extent that there is any inconsistency, Telstra's Privacy Statement will prevail.

You acknowledge that:

- (a) some personal information may be accessed from overseas via our contractors or transmitted to and stored overseas by our service partner Asurion;
- (b) If you receive remote support from the SBS App and associated helpdesk, we may access your data via contractors located overseas (in accordance with our privacy policy).
- (c) other countries may not have privacy laws which are equivalent to, or as comprehensive as, Australia's privacy laws;

- (d) a third party recipient of your personal information may in turn transmit that information to another country in the course of providing the applications to you; and
- (e) we cannot control how our suppliers (or their suppliers) will use, store and disclose your personal information; and
- (f) by using the SBS App, you consent to our service partner Asurion, contacting you directly for any purpose that we reasonably consider is related to providing the SBS App to you (including but not limited to notifying you of any updates, outages, migration details or any other issues).

13. Special conditions relating to the Technical Support Functions:

a) "Click-to-Call": If available, the "Click-to-Call" function allows:

(i) you to call a support technician for assistance. Your use of the function will convey your mobile device number to the representative. If you choose to provide personal information (such as your name or address) to the support technician as part of the call, this may be stored by us as part of your record in our customer management database;

(ii) a technician to gain remote access to your device during a live call to assist with the management of some of your device features/assist with the installation of your Telstra **nbn**TM connection kit. This function, if available, will only be utilised with your knowledge and authorisation. Your use of this function may convey certain information about your mobile device to the representative, including settings information and information regarding installed apps.

b) "Click-to-Chat": If available, the "Click-to-Chat"

function allows you to interact via text chat with a support technician for assistance. If you choose to provide personal information (such as your name or address) to the support technician as part of the text chat, this will be stored as part of the record of your interaction with us to allow us to provide superior ongoing service to you during subsequent chats.

c) “Self-Help”: If available, the “Self-Help” function allows access to specialist articles via a contextual search or these will be provided to you via SMS, MSS, in app notifications (notifications to your device notification panel) and via email.

14. Click-to-Call and Click-to-Chat are available:

a) 10am to 8pm - 7 days a week including public holidays.

All times are Australian Eastern Standard (or Daylight Savings) Time.

15. **No guarantee:** We will use due care and skill in providing the SBS App and its Functions to you. There may also be other statutory guarantees under consumer protection laws that cannot be excluded which may apply to services we supply. However, due to technological limitations, we cannot guarantee that the SBS App or any of the technical services provided by way of the Technical Support Functions will always be fault-free or continuous or free from viruses, errors or interruptions or compatible with any particular software.

16. **Limitation of liability:** The SBS App, its Functions and any information supplied by or through it are provided "as is", and we and our service partner Asurion do not make any representations about the SBS App or your use of it. It is important that you make your own investigations as to the suitability of the SBS App for

your purposes. To the extent permitted by law, we and our service partner Asurion do not accept liability to you for any losses:

a) resulting from the use of the SBS App in connection with the conduct of a business such as lost profit and consequential loss. If that liability cannot be excluded but can be limited at law, we and our service partner Asurion, limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so;

b) caused by you (e.g. through your negligence or breach of contract);

c) resulting from your failure to take reasonable steps to avoid or minimise your loss; and

d) caused by us failing to comply with our obligations in relation to the SBS App where that is caused by events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).

17. **Indemnity:** You agree to indemnify Telstra and its service partner Asurion against damage, loss, liability, cost, charge or payment which Telstra and/or its service partner pays, suffers or incurs or is liable for as a result of a claim by a third party relating to or resulting from a breach by you of this Licence or your illegal use or otherwise misuse of the SBS App or its Functions.

18. **Notices:** In addition to regular mail, you agree that Telstra and its service partner Asurion, may send you notices related to the SBS App or its Functions by either SMS or other electronic form, and that we will not be required to include an unsubscribe facility in these notices. Such notices will be service related

notices only.

19. **Termination:** We can terminate this Licence at any time by giving you reasonable prior notice. In addition, if you are in material breach of this Licence or the Telstra Consumer Terms available at: <https://www.telstra.com.au/customer-terms>, and fail to remedy the breach within 14 days of our telling you to do so, we may terminate this Licence for breach. You can also terminate this Licence at any time by calling Telstra on 1800 961 383.

20. If this Licence is terminated, you must immediately stop using the SBS App and remove the SBS App, and any copies of the SBS App that you have, from your device.

21. **Export Controls:** You may not download, export, or re-export or transfer the SBS App:

a) into, or to a national or resident of, any country to which the United States has embargoed goods, or

b) to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders; or

c) in contravention of United States or other applicable law.

22. By downloading or using the SBS App, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. It is your responsibility to comply with any and all government export and other applicable laws, regulations and rules and Telstra has no further responsibility for such after the initial licence to you.

23. **Governing law:** This Licence is governed by the laws of the State of New South Wales, Australia.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

The following additional terms and conditions apply to you if you downloaded the SBS App from the Apple App Store (**iTunes-Sourced Software**). You acknowledge and agree that the EULA is between you and Telstra and their service partner only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable to Telstra and their service partner. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the EULA and any law applicable to Telstra and their service partner. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or your possession or use of that iTunes-Sourced Software infringes intellectual property rights, Telstra

and their service partner, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by the EULA. You and Telstra and their service partner acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of the EULA as relates to your license of the iTunes-Sourced Software, and that upon your acceptance of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA as relates to your license of the iTunes-Sourced Software against you as a third-party beneficiary thereof.

Asurion® and its logos, and Solutio® and its logos, are the trade marks of Asurion, LLC. Telstra® and its logos are the trade marks of Telstra Corporation Limited. All rights reserved.

All other trade marks, service marks, and product brands which may appear in the SBS App are not owned by Asurion or Telstra, and are the property of their respective owners. Neither Asurion nor Telstra are affiliated with, sponsored by, or endorsed by the respective owners of the other trade marks, service marks and/or product brands which may appear in the SBS App.