

Part G – Data Services: Machine to Machine (“M2M”)

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Part G – Data Services: Machine to Machine (“M2M”)

Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in the General Terms of Our Customer Terms.

1 About this Part

1.1 This is part of the Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of the General Terms of Our Customer Terms for more detail on how the various sections of Our Customer Terms should be read together. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

See clause 1 of Part A – General of the Telstra Mobile section for more detail on how the various parts of the Telstra Mobile section should be read together. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

1.2 The General Conditions for Data Services in Part G – Data Services apply to the Telstra Wireless Machine to Machine (“M2M”) service.

1.3 If the other parts, and sections of this Part G – Data Services, of the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Part G – Data Services: Machine to Machine (“M2M”) section of Our Customer Terms, then this Part G – Data Services: Machine to Machine (“M2M”) section applies instead of the other parts, and sections of this Part G, of the Telstra Mobile Section, to the extent of the inconsistency.

2 Telstra Wireless Machine to Machine (“M2M”) (previously the Telstra Wireless Telemetry)

What is the Telstra Wireless M2M service?

2.1 The Telstra Wireless M2M service allows you to use a modem approved by us (“M2M Approved device”) to establish machine-to-machine IP connectivity over compatible Telstra mobile network(s). The Telstra Wireless M2M service was previously known as the Telstra Wireless Telemetry service, and any reference to Telstra Wireless Telemetry service should be read as a reference to the Telstra Wireless M2M service.

2.2 The Telstra Wireless M2M service supports the establishment of outbound connections from the modem to a server IP address reachable by the internet or via a Virtual Private Network (VPN). This is known as mobile-to-server connection establishment. Depending on your agreement with us, the Telstra Wireless M2M service may also support:

- (a) the establishment of certain voice calls; and
- (b) sending or receiving of SMS messages.

2.3 Direct data connections between two modems which are both Telstra Wireless M2M services is not supported. In other words, mobile-to-mobile data connection

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establishment is not supported. Mobile-to-mobile data connectivity via an external server is supported provided a valid TCP session is established.

Voice capability on Telstra Wireless M2M Control Centre

2.4 From 2 July 2014 the voice capability available with selected Telstra Wireless M2M Plans managed through the Telstra Wireless M2M Control Centre includes the ability to:

- (a) make and receive most types of national direct dial voice calls;
- (b) make and receive voice calls to/from 1800, 13, 1300 numbers
- (c) receive international calls; and
- (d) make and/or receive any other call types that we nominate from time to time,

2.5 Unless otherwise specified by us, supplementary voice capabilities such as voicemail, call forwarding, voice2txt are not available.

2.6 The extent of voice capability (including the ability to make emergency calls) will be dependent on the type of device used and your Telstra Wireless M2M Plan.

2.7 The Telstra Wireless M2M service does not support inbound connections from IP addresses reachable by the internet or via a VPN to a modem that forms part of a Telstra Wireless M2M service. That is, server-to-mobile connection establishment is not supported. However, transmission of data packets from a server to the modem is supported, provided that a valid TCP session was established by the Telstra Wireless M2M service.

Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.

2.8 M2M Approved device includes an approved Wireless Module and any other device approved by us to access data over compatible Telstra mobile networks.

Eligibility

2.9 Unless otherwise specified, to be eligible to acquire a Telstra Wireless M2M service, you must:

- (a) have an ABN, ACN or ARBN;
- (b) connect the service, and keep connected, to a Telstra Wireless M2M Plan;
- (c) connect the service, and keep connected, to a Telstra \$0 M2M Voice Plan; and
- (d) use an M2M Approved device.

2.10 If you do not meet our credit requirements, we may not supply you with a Telstra Wireless M2M service. We will tell you if this happens.

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- 2.11 You must comply with the Wireless Application Development Guidelines (as amended by us from time to time) when using the Telstra Wireless M2M service. The Wireless Application Development Guidelines are available at http://www.telstra.com.au/business-enterprise/download/document/Telstra_Wireless_Application_Development_Guidelines_Version6_Issue.pdf (or at any other website advised by us from time to time).
- 2.12 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to your use of the Telstra Wireless M2M service.

Coverage and handover between networks

- 2.13 For the latest coverage information call Customer Service on 125 111. Call charges apply or visit <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.
- 2.14 Although we will use reasonable care and skill in providing the Telstra Wireless M2M service, due to the nature of mobile network technologies, the network and devices may experience drop-outs from time to time.
- 2.15 Some M2M Approved devices will be able to hand-over across different compatible Telstra mobile networks and maintain your connection during data transfers. Depending on the compatible Telstra mobile network, after handing over the data rate may be altered.

Usage of Telstra mobile network and devices

- 2.16 An M2M Approved device can only access the Telstra mobile network where there is coverage within the relevant network.
- 2.17 For optimum performance with the different mobile communication technologies, you must use an M2M Approved device and use it in accordance with:
- (a) our guidelines for that device, published by us from time to time; and
 - (b) any user guides issued by the manufacturer or supplier of that device.

To the extent that our guidelines are inconsistent with the user guides, you must comply with our guidelines.

SIM Cards and SIM Chips-Telstra Wireless M2M Control Centre service

- 2.18 For the purposes of this clause:
- (a) a “SIM Card” means a subscriber identity module card that may be fitted to or removed from a device by hand via a slot or tray; and
 - (b) a “SIM Chip” means a subscriber identity module chip that is soldered to a printed circuit board and then attached to a device.
- 2.19 If you wish to purchase a SIM Card or a SIM Chip for use with your Telstra Wireless M2M Control Centre service, we will charge you the following prices:

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SIM Type	Form Factor	Price (GST incl.)
SIM Card - Standard	2FF	\$2.00
SIM Card - Micro	3FF	\$2.00
SIM Card - Nano	4FF	\$2.00
SIM Card - Industrial	Ruggedised 2FF	\$4.00
SIM Chip	MFF 2	\$5.50

- 2.20 On and from 22 November 2012 all the SIM Cards and SIM Chips that we supply will be unlocked without a PIN code. Please ensure that you institute appropriate procedures to control the use of the SIM Card or SIM Chip, including locking it. You are responsible for charges incurred as a result of any usage of the Telstra Wireless M2M service (including as a result of fraud or theft of the SIM Card or SIM Chip).
- 2.21 You must use the SIM Chips in accordance with the manufacturer’s specifications, including that they must be stored in conditions up to a maximum of 40°C/90%RH, that they can only be used within 12 months of being packaged and within 168 hours after the package is opened.
- 2.22 You must not resell SIM Cards or SIM Chips that are supplied to you by us.
- 2.23 You can only use a SIM Card or SIM Chip, supplied by us to you, with handsets or devices that have been certified with the A-Tick compliance mark administered by the Australian Communications and Media Authority, or M2M Approved devices. We can rely on our FairPlay Policy – Personal Use (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) if we reasonably think that you have breached this clause.
- 2.24 Subject to your compliance with the terms and conditions of this Part of the Our Customer Terms, if there is a manufacturing defect with a SIM Card or SIM Chip that we have supplied to you, we will refund to you the cost of that SIM Card or SIM Chip. Notwithstanding any other provision to the contrary, in respect of the supply of SIM Cards or SIM Chips we limit our liability (including in relation to contract, tort (including negligence) or breach of any other law) to paying you the cost of the SIM Card or SIM Chip.

Support

- 2.25 We will only provide network support for M2M Approved devices. If you wish to connect your own device to the Telstra Wireless M2M service, using the provided SIM Card or SIM Chip, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.

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Use of multiple modem devices

- 2.26 If your Wireless M2M application employs more than one modem device in a single location, you must ensure that data transmission from the modem devices is not synchronised, and that there is a minimum data transmission interval of 15 seconds between modem devices.
- 2.27 If your Wireless M2M application employs more than 50,000 modem devices, you must provide a facility to control data transmission intervals in real time. We may require you to increase data transmission intervals during periods of network congestion.

When we can suspend or terminate your service

- 2.28 We may terminate your access to our networks if you use your Telstra Wireless M2M service to adversely impact the operation and/or other customers’ enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms or our agreement with you. We will tell you before this happens.
- 2.29 We may also terminate your access to our networks if your use of our service is polling the network more frequently than once every 60 seconds or maintains a continuous active radio connection to the network (other than for a voice connection). Continuous idle data connectivity to the network, in the form of PDP context establishment, is permitted.
- 2.30 We will notify you if we consider that you are not complying with the Wireless Application Development Guidelines. If you fail to comply with the Wireless Application Development Guidelines within 30 days (or such longer period as Telstra notifies to you), we may terminate your access to our networks. We will tell you before this happens.
- 2.31 You must not use your Telstra Wireless M2M service to connect to the internet via another internet service provider.

Eligible Data Usage

- 2.32 Eligible data usage does not include, and the monthly included kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, BigPond Mobile services (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

Telstra Wireless M2M Plans

- 2.33 The following plans are available with the Telstra Wireless M2M service:
- (a) M2M Data Plans;
 - (b) M2M Shared Data Plans
 - (c) M2M Group Data Plan; and

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(together “**Telstra Wireless M2M Plans**”)

- (d) any other plans we may make available from time to time for connection to a Telstra Wireless M2M service.
- 2.34 Telstra Wireless M2M Plans are available until withdrawn by us in accordance with Our Customer Terms or our separate agreement with you (if applicable).
- 2.35 From 8 April 2014 if you connect to a Telstra Wireless M2M Plan outside the Telstra Wireless M2M Control Centre you may be eligible to take up an M2M Approved device on the M2M Device Purchase Plan and/or purchase one outright.
- 2.36 M2M Data Plans and M2M Shared Data Plans include a monthly included allowance for eligible usage, and a specified rate for usage in excess of the monthly included allowance, both of which are set out in the charges tables below for M2M Data Plans and M2M Shared Data Plans managed outside the Telstra Wireless M2M Control Centre service.
- 2.37 Any unused monthly included allowances at the end of each month will not roll over for use in the next month.
- 2.38 The fee for data usage in Australia exceeding the monthly included data allowance for M2M Data Plans is capped at an amount of \$500 (incl. GST) per billing month (“**Excess Cap**”). The Excess Cap does not apply to the fee for data usage for international roaming, M2M Shared Data Plans or any other plans we may make available from time to time for connection to a Telstra Wireless M2M service.

M2M Data Plans

- 2.39 The M2M Data Plans are available on month to month contracts.
- 2.40 M2M Data Plans are available as Telstra managed or with the Telstra Wireless M2M Control Centre service subject to our agreement with you.
- 2.41 You may move to another M2M Data Plan at any time, while the M2M Data Plans are generally available to new and recontracting customers.

M2M Shared Data Plans

- 2.42 The M2M Shared Data Plans are available only on a 24 month contract term.
- 2.43 M2M Shared Data Plans are not available with the Telstra Wireless Control Centre service.
- 2.44 The monthly included data allowance for your M2M Shared Data Plan can be shared between your other M2M Shared Data Plans that are connected on the same account (“**Shared Data Allowance**”).
- 2.45 The total amount of the Shared Data Allowance at any given time in a billing month is the total applicable monthly included data allowance for all M2M Shared Data Plans connected on the same account at that time, irrespective of the timing of the current

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billing cycle. The Shared Data Allowance will not be pro-rated based on the timing of the current billing cycle.

- 2.46 If your Shared Data Allowance is exceeded at any time during a billing month, you will be charged the applicable fee for eligible data usage exceeding the monthly included data allowance, as set out in the charges table below, for each M2M Shared Data Plan on your account at that time.
- 2.47 If you cancel any service connected to your M2M Shared Data Plan, any unused data allowance as at the date of cancellation will remain on your account for the remainder of that billing month.

M2M Shared Data Plan - Movements

- 2.48 If you are on an existing M2M Shared Data Plan and you move to another M2M Shared Data Plan with:
 - (a) the same or higher monthly service fee (“**Eligible M2M Shared Data Plan**”), you will not incur an Early Termination Charge (“**ETC**”). If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new M2M Shared Data Plan and you will receive the full data allowance of the new plan for the remainder of the billing month.
 - (b) a lower monthly service fee, you will have cancelled your M2M Shared Data Plan and we may charge you an ETC.

M2M Shared Data Plans - Early Termination Charges (“ETC”)

- 2.49 If you or we terminate an M2M Shared Data Plan, other than for our material breach, we may charge you an ETC, calculated in accordance with the following formula:

$$\text{ETC payable (GST Incl.)} = \frac{\text{Base ETC Amount for the selected M2M Shared Data Plan x Number of months (or part thereof) remaining in your 24 month term}}{24}$$

Where the Base ETC Amount is as set out below:

Monthly Service Fee (incl GST)	Base ETC Amount (incl GST)
\$3.60	\$48
\$4.80	\$65
\$6.00	\$81
\$8.40	\$113
\$12.00	\$161

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\$18.00	\$242
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2.50 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

M2M Group Data Plans

2.51 The M2M Group Data Plans are available on month to month contracts.

2.52 M2M Group Data Plans are only available with the Telstra Wireless M2M Control Centre service and are subject to our agreement with you.

2.53 The terms that apply to the M2M Group Data Plans are set out in our agreement with you.

Purchasing M2M Devices

2.54 From 8 April 2014 you can purchase an M2M Approved device (as determined by us):

- (a) on an M2M Device Purchase Plan which allows you to pay the cost of the device in monthly instalments over a 24 month period. The amount of these monthly payments (“**Device Fee**”) will depend on your chosen M2M Approved device and will be set out in your application form. Some M2M Approved devices may not be available on the M2M Device Purchase Plan; or
- (b) outright by making a once-off payment (“**Total Device Fee**”).

2.55 In order to purchase an M2M Approved Device on an M2M Device Purchase Plan or outright you must:

- (a) have an existing agreement with us for Telstra Wireless M2M Control Centre Data Plans, Telstra Wireless M2M Control Centre Group Data Plans, M2M Data Plans or M2M Shared Data Plans (“**Eligible Data Plans**”);
- (b) purchase (where applicable) and activate a new compatible SIM card for each M2M Approved device acquired under the M2M Device Purchase Plan or outright; and
- (c) connect the new compatible SIM card to a new Eligible Data Plan.

2.56 The M2M Device Purchase Plans are available only on a 24 month contract term. The term starts when we dispatch the M2M Approved device to you.

2.57 There may be a minimum number of M2M Approved devices or M2M Device Purchase Plans that need to be ordered when you apply to connect your Telstra Wireless M2M service to these plans. This number (if any) will be set out in your in application form.

2.58 You must repay the total cost of an M2M Approved device purchased under the M2M Device Purchase Plan by monthly instalments over 24 months. If you do not repay this

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total cost, we may suspend or cancel your Eligible Data Plan associated with that M2M Approved device.

- 2.59 The Device Fee or the Total Device Fee will be reflected on your bill each month as a separate line item (described as “M2M Device Purchase”).
- 2.60 The Device Fee or the Total Device Fee will not count towards your minimum spend condition for your Telstra Wireless M2M Control Centre service.
- 2.61 You can cancel your M2M Device Purchase Plan at any time before expiry of your minimum term, provided you:
- (a) complete a cancellation form for cancellation of your M2M Device Purchase Plan (copy of this form can be obtained from us); and
 - (b) pay the outstanding balance of the M2M Approved device associated with that M2M Device Purchase Plan.
- 2.62 If you cancel your M2M Device Purchase Plan, the corresponding Eligible Data Plan associated with that M2M Device Purchase Plan will remain connected. The Eligible Data Plan can be cancelled in accordance with the terms applicable to your Eligible Data Plan. If you cancel the Eligible Data Plan associated with the M2M Approved device purchased under the M2M Device Purchase Plan before expiry of your minimum term, that M2M Device Purchase Plan will be automatically terminated and you will need to pay the outstanding balance of the M2M Approved device associated with that M2M Device Purchase Plan.

You must be connected to the Telstra \$0 M2M Telemetry Voice Plan

- 2.63 If you do not have a Telstra Wireless M2M Control Centre service, to be eligible for the Telstra Wireless M2M service, you must connect and stay connected to the Telstra \$0 M2M Voice Plan. The Telstra \$0 M2M Voice Plan is a default voice plan which attaches only to Telstra Wireless M2M Plans and allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Telstra \$0 M2M Voice Plan is not available as a standalone service. See the Telstra Mobile Section of Our Customer Terms for details (to see these terms [click here](#)).

Charges

- 2.64 You must pay us:
- (a) the monthly service fee for your selected Telstra Wireless M2M Plan;
 - (b) any usage fees and charges (for example, any charges above your monthly included allowance and any charges for your mobile voice plan (if applicable));
 - (c) for data you use in excess of your monthly included data allowance or your Shared Data Allowance, the fee for data usage exceeding the monthly included data allowance, subject to the Excess Cap for M2M Data Plans;

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(d) any applicable ETCs; and

(e) any other charges;

as set out in Our Customer Terms, your application form or your agreement with us.

Our Customer Terms

Telstra Mobiles Section

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M2M Data Plan charges – for services connected from 28 July 2011

2.65 For services connected on and from 28 July 2011, we will charge you the following charges for using the Telstra Wireless M2M service on the M2M Data Plan you have selected that is not managed through the Telstra Wireless M2M Control Centre service:

M2M Data Plans	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB	7GB	12GB	20GB
Monthly Service Fee (GST Incl.)	\$3.00	\$4.00	\$5.00	\$7.00	\$10.00	\$15.00	\$20.00	\$39.00	\$69.00	\$99.00	\$169.00
Monthly included data allowance (calculated per KB)	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB	7GB	12GB	20GB
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part) (GST Incl.)	\$3.00	\$2.00	\$1.00	\$1.00	50¢	25¢	25¢	10¢	10¢	5¢	5¢
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times											
On	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢

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connection (GST Incl.)											
Calls per 30 second block or part thereof (GST Incl.)	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms											

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).
- Charges for excess eligible data usage are calculated per kilobyte.

M2M Shared Data Plan charges

2.66 We will charge you the following charges for using the Telstra Wireless M2M service on the M2M Shared Data Plan you have selected:

M2M Shared Data Plans	1MB	3MB	5MB	10MB	150MB	300MB
Monthly Service Fee (GST Incl.)	\$3.60	\$4.80	\$6.00	\$8.40	\$12.00	\$18.00
Monthly included data allowance (calculated per KB)	1MB	3MB	5MB	10MB	150MB	300MB
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part) (GST Incl.)	\$3.60	\$2.40	\$1.20	\$1.20	60¢	30¢
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times						
On connection (GST Incl.)	25¢	25¢	25¢	25¢	25¢	25¢

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Calls per 30 second block or part thereof (GST Incl.)	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms						

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

Charges for excess eligible data usage are calculated per kilobyte.

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Account level discounts

- 2.67 Unless otherwise set out in our agreement with you and if you are eligible for an account level discount, the discount will only apply to eligible usage in excess of your monthly included allowance.

3 Telstra Wireless M2M Control Centre Service

What is the Telstra Wireless M2M Control Centre Service?

- 3.1 The Telstra Wireless M2M Control Centre service provides access to an online operations support platform to help you manage your Telstra Wireless Telemetry Service to access data, voice and SMS (as applicable and made available to you) over our compatible networks. Unless we advise you otherwise, you cannot use the Telstra Wireless M2M Control Centre service to manage Telstra Wireless Telemetry Services over the 4G spectrum.

Eligibility

- 3.2 In order to acquire the Telstra Wireless M2M Control Centre service, you must enter into a separate agreement with us.

Control Centre Terms of Use

- 3.3 You and anyone who accesses your Telstra Wireless M2M Control Centre service and any related software (“Users”) must comply with clauses 3.8 to 3.18 below (**Control Centre Terms of Use**).
- 3.4 You acknowledge and agree that the Control Centre Terms of Use are provided by our third party supplier (as updated from time to time by our third party supplier in accordance with these terms). The current form of those Control Centre Terms of Use is set out below.
- 3.5 The Control Centre Terms of Use apply to you and your Users. You must ensure that your Users comply with the Control Centre Terms of Use.
- 3.6 Without prejudice to any valid termination rights you may have, we reserve the right to modify the Control Centre Terms of Use and will notify you of such changes either by posting a notice on the Telstra Wireless M2M Control Centre or by other reasonable

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notice. Typically, this would only be necessary to comply with changes in law, telecommunications operator requirements or applicable custom.

- 3.7 We and our supplier reserve the right to monitor the Telstra Wireless M2M Control Centre service at any and all times to ensure compliance with the Control Centre Terms of Use but are not obligated to do so.

Acceptable use

- 3.8 You are responsible for all of your Users' activity in connection with the Telstra Wireless M2M Control Centre service.
- 3.9 You will provide and ensure that each of your Users provides us and our third party supplier with accurate, complete, and updated registration information. You must ensure that your username and password is protected from unauthorised use.
- 3.10 You and your Users may not:
- (a) select or use as a username a name of another person with the intent to impersonate that person; or
 - (b) use as a username a name subject to any rights of a person other than such User without appropriate authorisation.
- 3.11 You and your Users will not use the Telstra Wireless M2M Control Centre service or related software in any manner that:
- (a) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation; or
 - (b) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, or similarly offensive.
- 3.12 You and your Users will not violate or attempt to violate the security of the Telstra Wireless M2M Control Centre service, including, without limitation:
- (a) accessing data not intended for such User or logging into a server or account which the User is not authorised to access;
 - (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
 - (c) attempting to interfere with, disrupt or disable service to any third party, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing";

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- (d) forging any TCP/IP packet header or any part of the header information in any e-mail;
- (e) taking any action in order to obtain services to which the User is not entitled; or
- (f) sending any virus, worm, Trojan horse or other harmful code or attachment.

Licence Terms

- 3.13 The Intellectual Property Rights in the Telstra Wireless M2M Control Centre service and any hardware or software used in connection with the Telstra Wireless M2M Control Centre are and will at all times remain our property or that of our licensors or suppliers (as the case may be) and no express or implied license to any third party supplier patents is conferred in connection with use of the Telstra Wireless M2M Control Centre service and related software.
- 3.14 We will grant you a non-exclusive licence to use the Telstra Wireless M2M Control Centre service and related software for your own internal business purposes, and to permit your Users to access the web portal for their own internal business purposes. You must ensure that any User who accesses the web portal also complies with the Control Centre Terms of Use.
- 3.15 You and your Users will not use the Telstra Wireless M2M Control Centre service or related software in any manner that infringes the Intellectual Property Rights or rights of publicity or privacy or other proprietary rights of third parties.
- 3.16 You and your Users will not, directly or indirectly:
- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Telstra Wireless M2M Control Centre service or any technology related to the Telstra Wireless M2M Control Centre service (“**Technology**”, including documentation);
 - (b) modify, translate, or create derivative works based on the Telstra Wireless M2M Control Centre service or Technology;
 - (c) copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Telstra Wireless M2M Control Centre service or Technology;
 - (d) use the Telstra Wireless M2M Control Centre service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; or
 - (e) remove any proprietary notices or labels with respect to the Telstra Wireless M2M Control Centre service.

Part G – Data Services

- 3.17 You and your Users will not use the Telstra Wireless M2M Control Centre service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Telstra Wireless M2M Control Centre service, or copy any ideas, features, functions or graphics of the Telstra Wireless M2M Control Centre service.
- 3.18 We or our third party supplier retain all rights in the Telstra Wireless M2M Control Centre service, related software and technology. No express or implied licence to any of our or our third party supplier's patents are conferred in connection with use of the Telstra Wireless M2M Control Centre service and related software.