

Terms and conditions

Your use of a website, including Telstra.com (each a **Telstra website**) owned by Telstra Corporation Limited (**we** or **us**) is subject to:

- these Terms of Use;
- the [Copyright and Trade Mark Notice](#);
- our [Privacy Statement](#); and
- any other terms, conditions, notices or disclaimers displayed on the Telstra website (collectively “**Website Terms**”).

In these Website Terms, references to “we”, “us”, “our” and “Telstra” are:

(a) until 1 January 2023, references to Telstra Corporation Limited ABN 33 051 775 556; and

(b) on and from 1 January 2023, references to Telstra Limited ABN 64 086 174 781.

By using the Telstra website you will be deemed to accept the Website Terms and agree to be bound by them.

Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on a Telstra website. By continuing to use the Telstra website you will be deemed to accept the updated Website Terms and agree to be bound by them.

No unlawful, infringing or offensive activity

You must not post or transmit to or via the Telstra website any information or material or otherwise use the Telstra website for any activity which breaches any laws or regulations, infringes a third party’s rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

No viruses or other interference

You must not transmit to or via the Telstra website any virus or other information or material or otherwise use the Telstra website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Telstra website;
- inhibits any other user from using the Telstra website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the Telstra website at any time, if you breach these Website Terms in our reasonable opinion.

Content that you submit to the Telstra website

This section applies if you submit, post, transmit or otherwise make any material available via a Telstra website (your content).

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-licence those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

No warranties or representations

To the maximum extent permitted by law, and subject to the Australian Consumer Law provisions of these Website Terms:

- we do not represent or warrant that the content on the Telstra website is accurate, reliable, suitable, or complete.
- Although we use reasonable care and skill in providing the Telstra website, we cannot promise that the Telstra website will be continuously available or virus or fault free.

Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law and subject to the Australian Consumer Law provisions in these Website Terms we exclude any liability to you that may otherwise arise as a result of your commercial exploitation of the Telstra website (or any part of it) for business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation (including non-excludable guarantees under the Australian Consumer Law) then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

Australian Consumer Law

Subject to the previous paragraph, nothing in these Website Terms excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any right you may have under the Australian Consumer Law.

Australian Consumer Law means the law of that name as set out in schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Your liability to us

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts.

You are not liable to us for any loss to the extent that it is caused by us.

Inconsistent terms

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the Telstra website (“**other terms**”), the other terms will govern to the extent of the inconsistency.

No waiver for breaches

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

Governing law

The Website Terms are governed by the law in force in the State of Victoria, Australia.

Last Updated: 09 November 2023

Copyright and Trade Mark Notice

This Copyright and Trade Mark Notice applies to the telstra.com website and all other pages and websites owned or operated by or on behalf of Telstra (each a “**Telstra website**”).

In this Copyright and Trade Mark Notice, references to “we”, “us”, “our” and “Telstra” are:

(a) until 1 January 2023, references to Telstra Corporation Limited ABN 33 051 775 556; and

(b) on and from 1 January 2023, references to Telstra Limited ABN 64 086 174 781.

Our content

All copyright and other intellectual property rights subsisting in the Telstra websites and the material on the Telstra websites (including, without limitation, the software, design, text and graphics comprised in the Telstra Websites and the selection and layout of the Telstra websites) are owned or licensed by us and protected by the laws of Australia and other countries.

You are authorised to view the Telstra websites and its contents using your web browser or, where expressly invited to do so, to share certain content on social media. You must not otherwise reproduce, transmit (including broadcast), communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Telstra websites, including audio and video excerpts, except as permitted by statute or with our prior written consent.

Content from third party suppliers (“the Copyright Owners”).

The text, photos, graphics, audio and video works are only for personal use anticipated by this service and the arrangements with the Copyright Owners (“the **Permitted Use**”) and must not, directly, or indirectly, be published, rewritten for broadcast, communication or publication or redistributed in any medium.

Such copyright materials and works must not be stored in any electronic or other system except for the Permitted Use. No other party or any other person may hold the Copyright Owners liable for any delays, inaccuracies, errors or omissions in respect of such materials and works, the transmission or delivery of such materials and works or any loss or damage arising from any of the foregoing.

Trade marks

The Telstra websites include registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law but not limited to the word TELSTRA, the Telstra logo, the T logo, BIGPONG, TELSTRA 24X7, CROWDSUPPORT, TRADING POST, NEXT G, 1234, CALL CONNECT, SOCK ASSIST, and the Sock Puppet.

You may not use any of those trade marks, the names ‘Telstra Corporation Limited’, ‘Telstra Corporation’, ‘Telstra Limited’ or ‘Telstra’ or the name of any of our related companies without our prior written consent.

The WHITE PAGES, YELLOW PAGES, YELLOW, and WHEREIS trade marks are registered trade marks and trade marks are owned by Sensis Pty Ltd (ABN 30 007 423 912)

Links to third party sites

The Telstra websites may contain links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. Subject to the Australian Consumer Law provisions in these Website Terms. You access those sites and use the information, products and services made available at those sites solely at your own risk.

Linking to the Telstra websites

You may create a link to pages of the Telstra websites. However, you must not:

- display any page of the Telstra websites in any distorted or altered form;
- create a link to the Telstra websites on any site unless that site conforms to accepted standards of public decency and good taste, does not expose us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party’s rights) and does not disparage us or our goods or services; or
- create any link or use any link in any way to represent or imply falsely, deceptively or confusingly that:
 1. we sponsor, endorse or are affiliated with or related to any third party (including you) or product; or
 2. you are providing, or are the source of, any goods or services provided by us.

We reserve the right to withdraw linking permission by giving notice to you or updating this Copyright and Trade Mark Notice.

You agree to indemnify us from and against any loss or damage that we suffer or incur and that arises naturally (that is, according to the usual course of things) out of any claim by third party against us in connection with any link that you create, except to the extent to claim is caused or contributed to by us. We will also take reasonable steps to mitigate our costs, damages and loss in arising from such claim.

Specific disclaimers

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Third party copyright

Illegal downloading / file sharing

The Copyright Act 1968 (Cth) protects materials such as films, music, books and computer programs. You can break the law if you download, copy, share or distribute this material, unless you're allowed to do so by the Copyright Act or you have the copyright owner's permission. Please don't use our services to do any of these things, because if you do, we might have to cancel your services (including your email count) and the copyright owner could take legal action against you.

If you do any of these things on a repeat basis, Telstra has implemented a policy for dealing with infringers that may, in appropriate circumstances, result in us terminating a repeat infringer's email or other account.

Designated Copyright Representative

Division 2AA of Part V of the Copyright Act 1968 (Cth) and Part 3A of the Copyright Regulations 1969 (Cth) establish a scheme ("**Safe Harbour Scheme**") which limits the remedies available against carriage service providers for infringements of copyright that relate to the carrying out of certain online activities by carriage service providers.

Telstra designates the person holding the position identified below as its designated representative to receive notifications and notices issued under the Safe Harbour Scheme in relation to all activities carried out by Telstra as a carriage service provider. These activities cover a number of businesses of Telstra and its subsidiaries, including Telstra Media.

Designated Copyright Representative

Telstra

Contact Details:

Email address: copyrightrepresentative@team.telstra.com

Postal address: Level 28, 242 Exhibition Street Melbourne, Vic 3000 Australia

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