

Part K – Email

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1 About this part

- 1.1 This is part of the Telstra Home and Family - Our Customer Terms. Any terms that apply to your broadband service and the General Terms of Our Customer Terms, may also apply.

2 Service description and Access

- 2.1 Telstra Mail is an online mailbox that allows you to:
- (a) Access, send and receive electronic messages via any internet connected device; and
 - (b) Use online contacts and calendars, by logging in to www.telstra.com/email.
- 2.2 You may be charged for the data that you download from or upload to Telstra Mail account.

3 Availability

- 3.1 From 20 September, Telstra Mail (with up to 15 included mailboxes) is not available to new Telstra Broadband customers or for a fee as a standalone product if you are not a Telstra Broadband customer.

4 Size

- 4.1 Existing customers receive 10GB of storage space. All emails, calendar events and contacts will contribute towards the calculation of your storage space.
- 4.2 When the 10GB limit is exceeded you will no longer be able to send or receive emails, calendar events and/or contacts. Once you have deleted emails from your email account to reduce your storage space below 10GB, will you be able to receive emails, contacts and/or calendar events again.
- 4.3 We may not deliver a mail message sent by you if the size of the message (including attachments) exceeds 25 MB.

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5 Time Limits – storage and log-on

- 5.1 We may delete any mail messages stored for 30 consecutive calendar days or more in the ‘Trash’ and 30 consecutive days or more in the ‘Junk’ folders of your Telstra Mail account.

6 Cancellation and deletion

- 6.1 Email accounts that remain inactive (i.e. you have not logged in to your account) for 180 days may be automatically cancelled and permanently deleted, without notice to you. You are required to ensure that your email account remains active in order to prevent the email account, along with all the content of that account, from being permanently deleted.
- 6.2 Once deleted, you will not be able to re-activate your account or recover the deleted content.

7 General Conditions of Telstra Mail

8 Availability

- 8.1 We will use reasonable care and skill in providing Telstra Mail, and will use all reasonable efforts to, as soon as possible, rectify any problem notified to us. However, due to the nature of the services, we do not promise that it will be continuous, accessible or at all times fault-free.
- 8.2 Telstra Mail isn’t available to Telstra wholesale customers or for resale. You cannot assign or resupply Telstra Mail to a third party.

9 Fair Play

- 9.1 Our FairPlay Policy, Acceptable Use Policy and the terms of your applicable Internet service and Telstra mobile service (as applicable) apply to your use of Telstra Mail.

10 Your responsibilities

- 10.1 You are responsible for:
- (a) all content sent to and from your Telstra Mail service;

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- (b) all equipment and software used to access your Telstra Mail service;
- (c) the consequences of any filtering or other application you choose to apply to your Telstra Mail service;
- (d) paying your internet service provider for any internet connection and/or carriage charges associated with using Telstra Mail.

10.2 You must:

- (a) pay all fees and charges associated with your use of Telstra Mail;
- (b) promptly tell us if you believe or suspect that the service has been compromised or is being used in a manner that breaches these terms;
- (c) regularly check your Telstra Mail account mobile phone or primary email address for messages about your Telstra Mail service;
- (d) comply with all relevant laws (including any privacy laws) when creating and sending mail messages;
- (e) not send content via Telstra Mail that are indecent, obscene, fraudulent, defamatory, offensive, threatening, harassing, libellous or abusive and/or inappropriate or offensive to the intended recipients;
- (f) not send or transmit software viruses, malware or any harmful codes, Trojans, key logging software or other types of spyware, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (g) not use Telstra Mail for commercial purposes; and
- (h) not use Telstra Mail for any purpose which is critically dependent on a fault-free service.

11 Software

11.1 If we provide you with software to use with Telstra Mail and terms accompany the software, then we provide that software to you on the terms that accompany it.

11.2 If we provide you with software and no terms accompany the software, then:

- (a) we grant you a non-exclusive, non-transferable licence to use the software for the sole purpose of using the service on these terms;

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- (b) you must not use, or permit any person to use, the software in any way that is not permitted by these terms; and
- (c) without limiting clause 11.2(b) you must not:
 - a. use the software on behalf of, or for the benefit of, any other person; or
 - 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).

12 Synchronisation & Storage

- 12.1 While we will take reasonable steps to protect your data while stored in Telstra Mail, we are not responsible for any loss of data (by whatever means) caused by your use of Telstra Mail.

13 Virus & Spam e-mails on your Telstra Mail

- 13.1 While we will take reasonable steps to prevent you from receiving:
- (a) mail messages that we identify as containing a virus that we know about, or
 - (b) mail messages that we identify as an unsolicited commercial or bulk mail message, via Telstra Mail, we do not guarantee that you will not receive mail messages with a virus or that are unsolicited commercial or bulk mail messages.

14 Termination and suspension

- 14.1 You may cancel your Telstra Mail at any time by contacting Telstra at “133933” or by logging into My Account and closing your mailbox.
- 14.2 We may cancel or suspend your Telstra Mail at any time if:
- (a) your other services to which Telstra Mail relates are cancelled or suspended;
 - (b) you do not comply with these terms, or the terms of your other Telstra services to which Telstra Mail relates; or

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- (c) we believe your account has been compromised, however we will notify you as soon as is practicable if this occurs; or
- (d) otherwise, on 30 days' written notice.

14.3 If your Telstra Mail service is cancelled:

- (a) cancellation will become effective on the first day of the next month in billing cycle or on the day you close your mailbox via My Account; and
- (b) we will store your data for 30 calendar days from the date of cancellation.

15 NOTICE

- 15.1 You agree that we may send you communications including service announcements, administrative messages and advertisements via email and/or via digital notice.