

# OUR CUSTOMER TERMS

## PREVIEW EXPERIENCE TERMS

### 1 About these Trial Terms

- 1.1 These terms (**Trial Terms**) are part of Our Customer Terms. You and we must comply with Our Customer Terms unless you and we have agreed differently. To understand your rights and obligations you need to read:
- (a) these Trial Terms;
  - (b) the General Terms which apply to you; and
  - (c) any other sections that relate to you and the Preview Experience.
- 1.2 If anything in these Trial Terms is inconsistent with something in another section of Our Customer Terms, then these Trial Terms apply in place of that other section to the extent of the inconsistency.

### 2 How long can I use the Preview Experience for?

- 2.1 You may use the Preview Experience during the Trial Period. We may choose to extend or reduce the duration of the Trial Period by notice to you, so you must carefully read any notices from us to avoid surprises.
- 2.2 In addition, we may, by providing notice to you:
- (a) cease making the Preview Experience available at any time; or
  - (b) suspend or cease your right to make use of the Preview Experience for any reason (including if you do something that is contrary to these Trial Terms),

in which the Trial Period will be deemed to have ended, and you must cease using the Preview Experience.

### 3 What can I expect during the trial period?

- 3.1 As the Preview Experience is being made available on a pre-release basis (including as a 'alpha' or 'beta' version), subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, it might not work entirely as planned and may not have the full features and performance of the final release version.
- 3.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, as we're still working on developing and optimising the Preview Experience, there may still be some bugs and glitches in this version. Therefore, you must not use the Preview Experience:
- (a) for any purpose or in any instance where you would rely on it working as expected;
  - (b) to store information where it is important to you that the information remain private or confidential; and
  - (c) most specifically, for the purposes of running a business or for any uses where the proper functioning of the Preview Experience is important for your own health and safety, or the health and safety of others.
- 3.3 The Preview Experience might change or features might be removed or added to it without notice.

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3.4 Technical support for using the Preview Experience will be unavailable, except on a limited basis such as described in the Trial Details.

#### **4 What do we expect from you during the Trial Period?**

4.1 During the Trial Period, we'd like you to:

- (a) make use of the Preview Experience; and
- (b) give us your feedback on the Preview Experience. In particular, if you do experience any glitches or bugs, we'd appreciate it if you let us know, so that we can iron those out before we go live with the actual finished product.

4.2 We'd like to hear your feedback so we can continue our journey to add new features and improvements to the Preview Experience based on your feedback. You agree to assign all Intellectual Property Rights in the feedback to Telstra, so that we may do this.

#### **5 Can I tell anybody about the Preview Experience?**

5.1 By making use of the Preview Experience, you may become aware of or get access to things before the rest of our customers and the general public. Some of this will be confidential, such as your use of the Preview Experience, and all information, media content and data provided to you through your use of the Preview Experience (**Confidential Information**).

5.2 Until the Preview Experience and Confidential Information become available to the public (other than through a breach of an obligation of confidentiality), you must:

- (a) keep the Confidential Information confidential; and
- (b) not share or disclose the Confidential Information with anybody else.

#### **6 What happens at the end of the Trial Period?**

6.1 At the end of the Trial Period, you must:

- (a) cease using the Preview Experience; and
- (b) if requested by us, destroy or return to us any materials in your possession relating to the Preview Experience.

#### **7 Other matters**

7.1 All intellectual property rights related to the Preview Experience, including the information and data we collect, belong to us or our licensors.

7.2 If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any good or services supplied by us in connection with the Preview Experience or these Trial Terms, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then our exclusion of liability described above does not apply and instead our liability for such failure is limited to (at our election), in the case of a supply of goods, us replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, us supplying the services again or paying the cost of having the services supplied again.

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### 8 Defined terms

8.1 In these Trial Terms:

**Confidential Information** is defined in clause 5.1.

**Intellectual Property Rights** means all industrial and intellectual property rights, including copyright and patents.

**Preview Experience** means the product, service or feature or features (or any combination of those things) that we make available under these Trial Terms.

**Trial Details** means the details of the Preview Experience, as communicated or made available to you, including as may be made available on our website, a third party website, or as communicated to you by email.

**Trial Period** means the period of time during which you may use the Preview Experience, as set out in the Trial Details.

**Trial Terms** is defined in clause 1.1.