

You acknowledge and agree that Telstra's Standard Form of Agreement ("SFOA") including the General Terms and conditions of the SFOA as varied from time to time, will form part of this agreement. In the event of a conflict between the terms of this agreement and the SFOA, the terms of this agreement shall take precedence over the SFOA.

7. Service Availability

Telstra reserves the right to temporarily withdraw the *FaxStream Enhanced service*, without notice to you, for the purposes of maintenance, but will endeavour to restrict such occasions to Sundays between 2:00am and 4:00am AEST and Sundays between 3:00am and 5:00am AEST.

7.1 Customer Service and Faults

If Telstra is the direct provider of your Telstra BusinessLine Fax service:

- For a new *FaxStream Enhanced service* call:
13 2000 (Business Customers)
13 2200 (Home Customers)
- For a fault with your Telstra BusinessLine Fax service call:
13 2255 (Business Customers)
13 2203 (Home Customers)
- For technical help or usage tips with your *FaxStream Enhanced service* call: The FaxStream Enhanced Help Desk on **1800 188 214**, available 8:00am to 6:00pm AEST and AESST time, Monday to Friday (excluding National Public Holidays).

If a carrier other than Telstra provides your telephone access service, please contact your service provider directly. In these circumstances it is important to note that the FaxStream Enhanced Help Desk will not be directly available to you.

8. Notices

Unless otherwise specifically provided for in this agreement, any notice to be served on either party by the other must be in writing and delivered by hand or sent (including via facsimile) to the addressee at the following address:

- to us:** the address of the office shown on our invoice issued to you or such other address as notified to you in writing from time to time;
- to you:** your address being the address to which we have sent this agreement or such other address as notified to us in writing from time to time.

Effective February 2005

All prices include GST.

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® Registered trade mark of Telstra

Corporation Limited ABN 33 051 775 556

What you spend your time on
is your business



Telstra FaxStream®
Enhanced

Pricing & Important Information



Improve the performance of your fax machine and fax messaging

Telstra's FaxStream® Enhanced is a range of products and services which can improve the performance of your fax machine and messaging.

The FaxStream Enhanced range includes:

- **Worldwide integrated Fax and Email Distribution**
- **Broadcast**, which lets you send a single message to multiple fax and email destinations at the timing of your choice, helping to save you valuable time. Use your Web browser to easily manage your broadcast lists and send your broadcasts.
- **Mail Box Services**
 - **Never Busy Fax** will receive and send your faxes to an email address or a fax machine when your machine is busy or out of paper.
 - **FaxBank** will receive your commercially sensitive faxes, when confidentiality and security are important. With FaxBank you can receive fax messages by email without the expense of additional fax machines.

Worldwide Distribution

Local	Calls between standard telephone services in the local call area.
National	All other destinations not defined as Local or International.
International A	New Zealand, UK and USA (includes Alaska, Hawaii).
International B	Austria, Canada, Denmark, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Malaysia, Netherlands, Singapore, Sweden, Switzerland.
International C	All other international destinations.

Send Options

Send Options let you choose the send time best suited to you and your recipient's needs.

Economy	Sent between 7.00pm and 7.00am Monday to Friday and all weekend (AEST and AESST Time).
Normal	Expected delivery within one hour of lodgement. (Delivery is reliant on the availability of the recipient's equipment.)
Scheduled	At a nominated start time and date.

Broadcast

Broadcast allows you to send messages from your fax machine to a selectable list of email and fax addresses virtually anywhere in Australia or overseas. It provides a quick and reliable solution to transmit product lists, pricing schedules, health or pharmaceutical updates – or similar.

Destination	Economy	Normal/Scheduled
Local	11c per page	16.5c per page
National	22c per page	33c per page
International A	38.5c per page	38.5c per page
International B	44c per page	71.5c per page
International C	88c per page	104.5c per page

Connection fee per delivered destination applies to all successful calls.	16.5c
Personalised logo	Free set up* subject to size of broadcast
Personalised cover page	Free set up* subject to size of broadcast
Non delivery advice	Free
Delivery advice	27.5c per advice
Fax to email delivery	27.5c per 0.5 Mbytes per message

* Based on provision of an acceptable file format.

Mailbox Services

Never Busy Fax – means that your customers and suppliers can contact you and this means you should never miss out on an incoming fax message. If your fax machine is often busy, out of paper, or otherwise non-contactable, then this Telstra service may be suitable for you. Messages not retrieved from the mailbox will be deleted three months from the date of receipt.

Rental	\$5.50 per month
Call Forward on Busy/Divert/Immediate to Never Busy Fax MailBox	Free
Delivery and notification within Australia via fax	
Auto-notification	27.5c per notification
Transferred or automatically delivered	27.5c per page
Delivery outside Australia	
Transferred to overseas number	Broadcast call rate per page. (Refer to Broadcast section of this document.)
Email delivery	
Fax to email delivery	27.5c per 0.5 Mbytes per message

FaxBank – will receive your commercially sensitive faxes, when confidentiality and security are important. With FaxBank you can receive fax messages by email without the expense of additional fax machines.

Rental	\$5.50 per month
Delivery and notification within Australia via fax	
Auto-notification	27.5c per notification
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Email delivery	
Fax to email delivery	27.5c per 0.5 Mbytes per message

Reports and Other Services

<ul style="list-style-type: none"> PIN (new or changes) Message sort Broadcast list management 	55c
<ul style="list-style-type: none"> Usage report Broadcast list report Message summary 	55c for the first page and 27.5c for each subsequent page
<ul style="list-style-type: none"> Specialised reporting 	\$11.00 per month
<ul style="list-style-type: none"> Manual list amendments Specialist assistance 	\$16.50 per 15 minutes



Things you need to know

1. Purpose and Interpretation

This agreement sets out the terms on which we supply you with our FaxStream Enhanced services. These terms may be amended from time to time and you are deemed to have accepted the new terms and conditions if you continue to use FaxStream Enhanced services.

In this agreement some words have a special defined meaning. Those words are written like *this*, and their special defined meanings are as follows.

FaxStream Enhanced services means any or all of the following facilities:

- Send Options
- FaxStream Broadcast
- FaxStream Never Busy Fax
- FaxStream FaxBank
- Usage Reports

We, our and us refers to Telstra Corporation Limited ABN 33 051 775 556. *You and your* refers to the person or entity which verbally applies to *us* to have the FaxStream Enhanced services connected. GST has the same meaning as in the A New Tax System (Goods and Services) Tax Act 1999 (th).

2. Provision of FaxStream Enhanced services

We will provide *you* with access to *FaxStream Enhanced services* on the terms and conditions set out in this agreement and on the understanding that *you* will use this service in conjunction with a Telstra *BusinessLine™* Fax service access line (Telstra Public Switched Telephone Service only). We shall endeavour to provide the *FaxStream Enhanced services* within a reasonable time but we will not be liable to *you* or anyone else for any delay should we fail to do so. From time to time we may issue instructions about the use and operation of the *FaxStream Enhanced services*. These instructions will form part of this agreement and will take effect four (4) weeks from the date we provide written notice to *you*. At any time we may suspend the provision of *FaxStream Enhanced services* (in whole or in part) to *you*.

You acknowledge that when using the *FaxStream Enhanced services* your line number will always be transmitted to the called party in the header advice which forms part of the facsimile message. We will provide *you* with the ability to enable the *FaxStream Enhanced services* to forward a message to a nominated email address or fax number. We do not warrant that such forwarded messages will be received by the nominated email address or fax number.

The information provided on *your FaxStream Enhanced Service* may be provided by third parties. Third party information is not endorsed by *us* and we have not checked the accuracy, completeness, quality or suitability of it. To the extent permitted by law, we will not be liable for loss or damage that *you* or anyone else suffers as a result of using third party information or for any delay in transmitting or receiving information via the *FaxStream Enhanced Service*.

3. Charges and Payment

Charges payable for the *FaxStream Enhanced services* will apply from the time the *FaxStream Enhanced services* are provided to *you* and will be due and payable by *you* strictly in accordance with the terms of *our* invoices for such charges. We may determine new charges and/or vary the existing charges payable for *FaxStream Enhanced services* at any time. The new charges or variations will form part of this agreement and will take effect four (4) weeks from the date we provide written notice to *you*. Continued use of the *FaxStream Enhanced services* by *you* after this date will be deemed to be acceptance by *you* of such charges. If GST is imposed on the *FaxStream Enhanced services* you must pay *us*, in addition to any charges payable, an additional amount for the *FaxStream Enhanced services*, calculated by multiplying the prevailing GST rate by the charges payable for the *FaxStream Enhanced services* by *you* under this agreement (without any deduction or set-off). Any amount payable by *you* under this clause is payable upon demand by *us* whether such demand is by means of an invoice or otherwise.

4. Termination

This agreement may be terminated at any time by *us*, giving written notice to *you* which will be effective seven (7) days from the date on which *you* receive the notice; by *you*, giving written notice to *us* which will be effective seven (7) days from the date on which we receive the notice. Any termination of this agreement will be without prejudice to any rights which may have accrued before termination occurs. We may waive any breach by *you* of this agreement but any such waiver is limited to that particular breach. *You* acknowledge that any delay by *us* to act upon a breach will not constitute a waiver.

5. Limitation of Liability

To the full extent permitted by law, we will not be liable in any way for any loss, damage or injury arising directly or indirectly from any negligent act or omission regarding the *FaxStream Enhanced services*. If liability under any State, Territory or Commonwealth law cannot be excluded or restricted, then to the full extent permitted by law and at our discretion we may choose to limit our liability to any one or more of the following:

- (a) In the case of goods, to replacement, repair or rectification of the goods;
 - (b) In the case of services, to re-supply of the services.
- This clause shall survive the term of this agreement.

6. General

The laws of the State or Territory in which *your FaxStream Enhanced services* are provided shall govern this agreement. *You* shall not assign or purport to assign any part of this agreement without *our* prior written consent.