

SmartGuard | Telstra Secure Internet Gateway (Zscaler)

1. Definitions

In this section:

- (a) **Intellectual Property Rights** includes all present and future copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (b) **MultiCloud Network Service** is a Telstra managed solution which:
 - (1) enables an organisation to rapidly and cost-effectively extend the corporate network and securely connect to multiple cloud service providers;
 - (2) includes a multi-tenancy network platform which spans many data centres across Australia; and
 - (3) integrates services from leading providers, including Azure, O365, AWS, Softlayer, Rackspace, as well as some of our other as-a-service offerings; and
- (c) **Telstra** means Telstra Corporation Limited.

2. Restrictions and limitations

The Customer must not, and must ensure that its authorised users do not:

- (a) resupply, resell, sublicense or otherwise allow any other person to access or use the MultiCloud Network Services;
- (b) modify, adapt, change, decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the MultiCloud Network Services, including any source code, object code, algorithms, methods or techniques used or embodied therein; or
- (c) use the MultiCloud Network Services:
 - (1) to engage in any fraudulent or unlawful behaviour, or to defame, menace or harass any third party;
 - (2) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
 - (3) to distribute unsolicited emails to third parties, including bulk unsolicited emails;

- (4) in any manner that is likely to result in our systems, or that of any other person, being affected by any virus, worm, Trojan or similar computer program;
- (5) in a way that infringes the Intellectual Property Rights or any other rights of any person;
- (6) in a way that disrupts, misuses or excessively uses the hardware, bandwidth access, storage space or our other resources or the resources of our third party service providers or other customers;
- (7) use any data mine, scrape, crawl, email harvest or any other process that sends automated queries;
- (8) for the purposes of accessing, storing, distributing, providing (including to Telstra) or otherwise transmitting any information, data, materials or content that:
 - (i) infringes the Intellectual Property Rights of any third party;
 - (ii) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (iii) promotes unlawful violence;
 - (iv) depicts sexually explicit images; or
 - (v) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability; or
- (9) in any other manner that is otherwise unacceptable to Telstra (acting reasonably).