

### Part C – Special Promotions and Mobile Value Added Services

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**Part C – Special Promotions and Mobile Value Added Services**

**1 About this Part**

1.1 This is part of the Home & Family - Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

**Part A – Promotions that are available for new connections**

**Browse Plus Packs**

- 1.2 Eligible Telstra Pre-Paid customers can purchase a Browse Plus Pack.
- 1.3 Browse Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Freedom Offer.
- 1.4 Browse Plus Packs are available for purchase or use while you are connected to the Telstra Beyond Talk, Long Life, Simplicity or Cap Encore plans.
- 1.5 To purchase a Browse Plus Pack, you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile or purchase online at [www.telstra.com/prepaid](http://www.telstra.com/prepaid). The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.
- 1.6 Browse Plus Packs available for purchase on and from 16 November 2010 are:

| Pack name and code | Pack purchase price (GST incl.) | Included allowance for 3G, HSDPA or GPRS data usage (calculated per KB) |
|--------------------|---------------------------------|---|
| BROWSEPLUS5        | \$5                             | 30MB  |
| BROWSEPLUS10       | \$10                            | 200MB   |
| BROWSEPLUS20       | \$20                            | 700MB   |
| BROWSEPLUS39       | \$39                            | 1GB   |
| BROWSEPLUS49       | \$49                            | 3GB   |
| BROWSEPLUS59       | \$59                            | 4GB   |

No flagfall charges or session fees apply.

When calculating data volumes:

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- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigobyte (GB)

- 1.7 The included data allowance in your Browse Plus Pack cannot be used for content charges or while roaming overseas.
- 1.8 Once all included data allowance for a Browse Plus Pack has been used, standard data rates automatically apply from your standard pre-paid account.
- 1.9 Browse Plus Pack credits are used before any other Telstra Pre-Paid offers.
- 1.10 Our FairPlay Policy applies.

#### Talk Plus Packs

- 1.11 Until 30 June 2009 unless extended by us, eligible Telstra Pre-Paid customers who activated their service from 12 September 2006, or choose to transfer to the charges applicable to customers who activate from 12 September 2006, can purchase a Talk Plus Pack.
- 1.12 Talk Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Freedom Offer.
- 1.13 Talk Plus Packs are available for purchase or use while you are connected to the Telstra Beyond Talk, Long Life, Simplicity or Cap Encore plans.
- 1.14 To purchase a Talk Plus Pack you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile or purchase online at [www.telstra.com/prepaid](http://www.telstra.com/prepaid). The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.
- 1.15 Talk Plus Packs available for purchase are:

| Pack name and code | Pack purchase price (GST incl.) | No. included voice minutes in Pack (minutes used are deducted in 60 second blocks or part thereof) |
|--------------------|---------------------------------|--|
| TALKPLUS5          | \$5                             | 10   |
| TALKPLUS10         | \$10                            | 25   |
| TALKPLUS20         | \$20                            | 55   |

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| Pack name and code | Pack purchase price (GST incl.) | No. included voice minutes in Pack (minutes used are deducted in 60 second blocks or part thereof) |
|--------------------|---------------------------------|--|
| TALKPLUS50         | \$50                            | 150  |

- 1.16 The included voice minutes in your Talk Plus Pack can only be used to make standard voice calls to fixed and mobile phones on any network in Australia. The included voice minutes cannot be used for some calls such as premium, satellite, international roaming and to 0500, 1900 and 13 numbers.
- 1.17 You have 30 days from your successful Talk Plus Pack purchase to use the included voice minutes. Unused voice minutes after this time will be forfeited.
- 1.18 Once all included voice minutes for a Talk Plus Pack have been used, standard voice call rates automatically apply from your standard pre-paid account.
- 1.19 Talk Plus Pack credits are used before any other Telstra Pre-Paid offers.

#### Telstra Pre-Paid Max Offer

- 1.20 From 31 March 2020, no new activations will be permitted on this offer. However, existing Telstra pre-paid customers on this offer who continue to recharge their service by \$10 or more in a single transaction will receive the following benefits:

| Recharge                    | \$10  | \$30 | \$40 | \$50 | \$60 | \$150 | \$300 |
|-----------------------------|---|------|------|------|------|-------|-------|
| Data<br>To use in Australia | 2GB   | 10GB | 20GB | 28GB | 38GB | 60GB  | 150GB |
| Data Bank                   | Save up to 200GB of unused data when you recharge \$10+ before expiry. Active recharge required to access Data Bank |      |      |      |      |       |       |
| Calls                       | Unlimited calls in Australia to standard Australian numbers includes MessageBank retrieval                          |      |      |      |      |       |       |
| Texts                       | Unlimited Texts in Australia to standard Australian mobiles   |      |      |      |      |       |       |
| International Calls -       | Unlimited calls to standard international numbers in 18 Selected Destinations from Australia                        |      |      |      |      |       |       |

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|  |            |            |             |             |             |             |              |
|--|------------|------------|-------------|-------------|-------------|-------------|--------------|
| Extra Credit For international calls and text, roaming and Premium SMS | \$0 Credit | \$5 Credit | \$10 Credit | \$15 Credit | \$20 Credit | \$50 Credit | \$100 Credit |
| Expiry   | 7 days     | 28 days    | 35 days     | 42 days     | 42 days     | 6 months    | 12 months    |

where:

- (a) Unlimited calls and texts in Australia excludes usage such as calls/text to international numbers, satellite numbers and premium numbers (eg 19xx numbers), operator assisted calls (eg. most 12xx numbers except 1258880, 1258887, 1258888, 125111), diverted calls, content downloads and subscriptions, and all use while overseas and any other calls/usage determined by us to be excluded;
- (b) Extra Credit excludes calls/text to Australian numbers, MessageBank retrieval, pay-as-you-go data and content purchases such as Google Play;
- (c) Calls to standard international numbers:
  - (i) excludes:
    - (A) satellite and premium numbers and video calls; and
    - (B) for the avoidance of doubt, numbers with a prefix of +4484 or +4487; and
  - (ii) includes calls to China, India, Malaysia, UK, South Korea, Hong Kong, Pakistan, Singapore, New Zealand, Vietnam, South Africa, USA, Germany, Indonesia, Thailand, Brazil, Canada, Japan (**Selected Destinations**);
- (d) content purchases from Google Play are excluded; and
- (e) At the end of your recharge expiry period, all benefits will expire except for unused data which will be saved in the Data Bank when you recharge \$10+ on this offer before expiry. Unused data will expire if you do not recharge \$10 before expiry of your current recharge. Expiry dates vary according to the value of your recharge.

1.21 Any data that is saved in your Data Bank will be available for use when you have an active recharge and you have exhausted the data allowance included in that current recharge. You will not lose unused data in your Data Bank unless you change to an

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incompatible offer or your service is deactivated. If you move to an offer with a smaller Data Bank limit, you will lose data in your Data Bank that is over that limit.

- 1.22 Top-ups between \$10.00-\$69.99 and \$150 to \$300+ will provide you with the benefits in Clause **Error! Reference source not found.** relating to the closest recharge amount ( rounding down).
- 1.23 Top-ups between >\$70 and <\$150 will receive the same benefits as the \$60 recharge, except for data which is as per below:

|             |             |              |              |
|-------------|-------------|--------------|--------------|
| <b>\$70</b> | <b>\$80</b> | <b>\$100</b> | <b>\$140</b> |
| 39GB        | 40GB        | 41GB         | 42GB         |

- 1.24 Top-ups of <\$10 and between \$15 and \$20, will provide you with the credit equivalent to the recharge amount. Usage will be debited from your top-up credit at pay-as-you-go rates in accordance with the charges in 1.30.
- 1.25 If you have recharge credit, you can use this to purchase the Data Plus Packs while on this offer. All other packs are incompatible.
- 1.26 If you are on this offer and have sufficient recharge credit, you may purchase a Plus Pack listed below for additional recharge credit and data to use. The data below will be saved straight into your Data Bank. If you exceed your Data Bank limit of 200GB any data over 200GB will not be credited to your Data Bank.

|                        |      |
|------------------------|------|
| Cost / Recharge Credit | Data |
| \$5                    | 1GB  |
| \$20                   | 4GB  |

- 1.27 Your Data Plus Pack will be added to your Data Bank.
- 1.28 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 1.29 When you change to an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your benefits as at the date of the change will not be retained if you move to an incompatible offer.

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1.30 We will debit your Telstra Pre-Paid account for usage in accordance with the charges below. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply and be deducted from your Extra Credit unless otherwise specified. To the extent of any inconsistency, the charges set out in this clause will apply.

| Type of Call  | Charge (per min or part)  |
|---|---|
| Voice calls to a standard Australian mobile or fixed number   | \$0.89  |
| Connection fee (Standard voice and video calls to an Australian mobile or fixed number)   | \$0.39  |
| SMS (Text messages to mobiles in Australia, per message sent, per recipient)  | \$0.29. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms |
| National video calling (Standard calls to an Australian mobile or fixed number (charged per 60 second block))   | \$1.10 + \$0.39 connection fee  |
| Diversions (charged per 60 second block)  | \$0.89 per min + \$0.39 connection fee  |
| MessageBank retrieval   | \$0.89 per min + \$0.39 connection fee  |
| 000, 112, 176, 1258889, 125105, 125106, 125114, 186, 1258883, 1258885, 1258888, 12722123, 125135, , 125110, 0418707111, 0418707307, 0418707310, 0418707316, 1258881, 1258886, 0428707113, 1258887, 125107, 125116, 0428707307, 0428707310, 0427707316, , 125139, , 125130, , 125131, 12551, 106, 1221, 1220, 132 200, 137 663, 133 933, 132 203, 125 111, 132 000, 132 999, 125 8880, 131114, 12550, 12552, 12553, 12554, 12556 , 13 25 00, 1300 364 673, 1300 789 978, , 1300 368 186, , 125 115, 0439125115, 125109, 0439125109, 1300368186, 1300789978, 131114, 132500, 6100, 1258880, 1300369666, 1300235664, 137587, 1300274448, | No Charge   |

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|   |  |
|---|--|
| 1300555727, 1300072637, 1300726306, 1300364277, 1300782200, 1300134130, 1300663773, 131819, 131444, 1300766491, 1300355305, 1300654314, 1300888529, 1300651188, 1300366424, 1300366611, 1300792387, 1300650579. |  |
| Calls to all other 13, 1300, 1800 and 016 numbers   | \$0.89 per min + \$0.39 connection fee                                     |
| Pay As You Go (PAYG) Data Rate  | Not applicable   |
| National Standard MMS   | \$0.50/MMS   |
| International Standard SMS  | \$0.20/SMS   |
| International Standard MMS  | \$0.75/MMS   |
| Calls to international numbers  | for rates see <a href="http://telstra.com/prepaid">telstra.com/prepaid</a> |

1.31 CreditMe2U is incompatible on this offer.

1.32 Our FairPlay Policy applies.

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## **2 Device Payment Contract (DPC)**

### **What is DPC?**

2.1 Under the DPC, we offer approved customers credit (the **Device Payment Contract Amount**) to contribute to the purchase price of a mobile handset or device and allow you to repay that credit by monthly instalments over the **DPC Term**, being:

- (a) a 12, 24 or 36 month period for customers who enter into a DPC on and from 18 August 2020;
- (b) a 24 or 36 month period for customers who enter into a DPC between 25 June 2019 and 17 August 2020; or
- (c) a 12 or 24 month period for customers who first entered into the DPC before 25 June 2019.



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**Availability**

2.2 DPC is available with the following plans:

| Plan  | DPC Availability                    |
|---|-------------------------------------|
| Mobile Plans  | DPC available until withdrawn by us |
| Data Plans  | DPC available until withdrawn by us |
| Plans not available for new customers on and from 1 July 2020 |                                     |
| Mobile Plans (26 June 2019 – 30 June 2020)                    | DPC available until withdrawn by us |

**Terms**

- 2.3 The Device Payment Contract Amount chosen cannot be more than the price of the handset or device (incl GST).
- 2.4 We will pay the Device Payment Contract Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 2.5 If the price of the mobile handset or device is higher than the Device Payment Contract Amount, you must pay the difference between the price of the handset/device (incl GST) and the Device Payment Contract Amount directly to us or the participating Telstra Shop/dealer where you purchase the handset.
- 2.6 You must repay the Device Payment Contract Amount by monthly instalments over the DPC Term. If you do not repay the Device Payment Contract Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms.
- 2.7 You must repay the balance of the Device Payment Contract Amount outstanding if your mobile service or account is cancelled before the end of the DPC term.
- 2.8 Only one DPC may be entered into for each eligible service. We must separately approve applications for four or more DPCs or Mobile Repayment Options per customer.

**Additional Terms for DPCs entered into on and from 25 June 2019**

- 2.9 For all DPCs entered into on and from 25 June 2019, the following additional terms apply:
  - (a) We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the DPC (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the DPC.

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- (b) In addition to how we may use and share your information under our Privacy Statement, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
- (c) Your obligation to make payments under or in connection with the DPC is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the DPC for any reason whatsoever.

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## 3 Telstra Upgrade and Protect

### What is Upgrade and Protect?

3.1 Telstra Upgrade and Protect is a device protection service available to eligible customers who purchase a Telstra mobile or tablet device (**Device**) on a Device Payment Contract with a new month to month consumer mobile or data plan (**Eligible DPC**). Subject to the result of a Real Time Credit Assessment (**RTCA**) undertaken both at the time of purchasing the Device on an Eligible DPC and at the time of redemption (as set out in clauses 3.11 to 3.13), where you add this service at the time you enter an Eligible DPC, Upgrade and Protect will allow you to:

- (a) purchase a replacement Device or upgrade your Device during the term of the Eligible DPC provided you meet the redemption requirements set out in clauses 3.19 to 3.23 and return the Device:
  - (i) damaged, in which case you will be entitled to replace or upgrade your Device for the ‘Damaged Device Upgrade’ fee in clause 3.9 (**Damaged Device Upgrade**);
  - (ii) undamaged and in Good Working Order (as that term is defined in clause 3.30) in which case you will be entitled to replace or upgrade your Device for the ‘GWO Upgrade’ fee in clause 3.9 (**GWO Upgrade**).
- (b) have the damaged screen of your Devices replaced during the term of your Eligible DPC, provided you meet the redemption requirements in clause 3.26 and return your Device undamaged and in Good Working Order (as that term is defined in clause 3.30 (**Screen Replacement**)).

**Eligible DPC** also includes a Device Payment Contract on an existing month to month consumer or small business mobile or data plan which you migrate, with our consent, Upgrade and Protect from an existing Telstra device protection product.

All services and products provided through Upgrade and Protect are in addition to any legal rights you may have (such as a consumer guarantee under the Australian Consumer Law).

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#### Availability and eligibility

- 3.2 You are eligible for Upgrade and Protect if you:
- (a) are an Australian resident of at least 18 years of age;
  - (b) register your Device for Upgrade and Protect (**Registered Device**) at the same time that you sign up with Telstra for the Eligible DPC or migrate your existing Eligible DPC
  - (c) successfully pass a RTCA both at the time of first purchasing a Device on an Eligible DPC with Upgrade and Protect, and at each time you request to redeem a new Device in accordance with this service;
  - (d) depending on the outcome of the RTCA, pay an upfront amount towards your new Device and new Eligible DPC; and
  - (e) otherwise provide all the information we reasonably request from you.
- 3.3 You can ask your Telstra representative to confirm if a Device is eligible for Upgrade and Protect before or at the time of purchase.
- 3.4 Upgrade and Protect may only be applied to one Eligible DPC per service on a Telstra account. You can register multiple Devices for Upgrade and Protect (each with a unique International Mobile Equipment Identity number (**IMEI**)), provided each Device is on a separate service and Eligible DPC.
- 3.5 You are only entitled to two (2) Damaged Device Upgrades or Screen Replacements (inclusive) per Upgrade and Protect Service in a 12-month period. Otherwise, provided you meet the requirements set out in these Upgrade and Protect terms, you can request to upgrade or replace your Registered Device during the Eligible DPC term.
- 3.6 You can request an upgrade or replacement of your Registered Device by completing one of the available redemption request processes (**Redemption Process**). Further details about the Redemption Processes and the additional terms that apply when you redeem a GWO Upgrade, Damaged Device Upgrade or a Screen Replacement can be found at [www.telstra.com/upgrade-and-protect](http://www.telstra.com/upgrade-and-protect) or via the My Telstra app.

#### Device substitution

- 3.7 You can substitute your Registered Device with another Device on an Eligible DPC during the Term of your Upgrade and Protect service:
- (a) where the new device was provided to you under warranty or the Australian Consumer Law (ACL); or
  - (b) with our consent (which will not be unreasonably withheld), provided you can supply the IMEI number of the substitute device and provide reasonably requested supporting documentation and information regarding how the substitute device came into your possession. Supporting documentation may include proof of purchase, a service statement or a statutory declaration and will be subject to clause 3.24.

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**Price and billing**

- 3.8 You will be charged \$15 each month per Registered Device for the Term of your Upgrade and Protect service (**Monthly Charge**). This Monthly Charge may be pro-rated during your first and last month of your Upgrade and Protect Service (if required).
- 3.9 In addition to the Monthly Charge, when you redeem GWO Upgrade, Damaged Device Upgrade or a Screen Replacement for your Registered Device you will be charged the following Redemption Fee depending on the redemption type you are eligible for:

| Redemption type        | DPC Term           | Redemption Fee  |
|------------------------|--------------------|---|
| GWO Upgrade            | 12 months          | \$99 (or \$0 if upgraded in the last 6 months of the DPC term)  |
|                        | 24 or 36 months    | \$99 (or \$0 if upgraded in the last 12 months of the DPC term) |
| Damaged Device Upgrade | Any Eligible DPC   | \$249   |
| Screen Replacement     | [Any Eligible DPC] | \$99  |

- 3.10 If you request a GWO Upgrade for a Registered Device during the final 12 months of your 24 or 36 month Eligible DPC or final 6 months of your 12 month Eligible DPC, the applicable Redemption Fee will be waived provided you return the Registered Device in accordance with clause 3.19 and otherwise meet the requirements in these Upgrade and Protect terms.

**Result of Real Time Credit Assessment (RTCA)**

- 3.11 You will be subject to an RTCA both upon the initial purchase of a Device on an Eligible DPC with Upgrade & Protect (or migration to Upgrade & Protect as permitted under this section 3), and at the time you want to redeem a new Device on a new Eligible DPC in accordance with this service.

**New customers**

- 3.12 Where an initial RTCA results in a low credit rating, you will be ineligible for Upgrade & Protect and it will not be offered to you. Depending on the result of the RTCA you may be eligible to take up a Device on a DPC by paying an upfront fee, or you may purchase a Device outright.

**Existing customers**

- 3.13 Where your RTCA results have allowed you to take up Upgrade & Protect, but at time of intended upgrade or replacement a later RTCA results in a low credit rating, you will be

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ineligible for Upgrade and Protect from that time and it will not be offered to you going forward. Depending on the result of the RTCA you may still be eligible to take up a new Device on a new DPC by paying an upfront fee, or you may purchase a new Device outright.

#### **Additional Screen Replacement Fees**

- 3.14 If you are eligible for and request an On-Site Screen Replacement, we may charge you a \$59 call-out fee (**Call Out Fee**) on your next Telstra bill if you:
- (a) cancel your booking after our screen replacement technician has confirmed your booking;
  - (b) are not present at the premises you've elected in your booking when our screen replacement technician arrives at that premises;
  - (c) the IMEI, make or model of your Registered Device does not match the IMEI, make or model of the Device presented to our screen replacement technician; or
  - (d) are not over 18 and cannot show proof of age to our screen replacement technician upon their arrival to the premises in you've elected in your booking; or
- 3.15 If you redeem a Screen Replacement, we may charge a \$20 irreparable device fee (**Irreparable Device Fee**) in addition to any applicable Call Our Fee if your Registered Device is presented to us or our screen replacement technician with:
- (a) locking or 'find my phone' features enabled; or
  - (b) in a condition inconsistent with the pre-assessment condition you recorded when completing the Redemption Process; or
  - (c) a Device that is not in Good Working Order (as that term is defined in clause 3.30).

#### **Term**

- 3.16 The Term of Upgrade and Protect for a Registered Device starts on the date you register your Device for the service (**Service Start Date**) and continues until:
- (a) you cancel Upgrade and Protect which you can do at any time by contacting us;
  - (b) the term of your Eligible DPC for your Registered Device expires or is terminated; or
  - (c) you upgrade or replace your Registered Device as part of your Upgrade and Protect service.
- 3.17 In addition to any other cancellation rights under Our Customer Terms, we may also cancel your Upgrade and Protect service for your Registered Device if:
- (a) we reasonably suspect that you, or someone else, has engaged in fraud or criminal activity in relation to the Upgrade and Protect service, your Eligible

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DPC or your Device. To assess this, we may ask you to give us relevant information, including a copy of your driver's licence (or other proof of identity information) or a statutory declaration. Such documentation will be subject to clause 3.24; or

- (b) you do not, or it is found you do not, meet the eligibility criteria in clause 3.2. In the event you do not meet the eligibility criteria in clause 3.2(a) - 3.2(e) above, you will be provided with a refund of the Monthly Charges you have paid up to cancellation.

3.18 When you upgrade or replace your Registered Device as part of your Upgrade and Protect service, your Upgrade and Protect service will end and will not be automatically applied to the new Device. You can register the upgrade or replacement Device for Upgrade and Protect at the same time that you purchase it on a new Eligible DPC.

#### **GWO Upgrade and Damaged Device Upgrade**

##### ***Redemption Requirements***

3.19 To be entitled to redeem a GWO Upgrade or Damaged Device Upgrade, you must return your Registered Device to the second-hand device vendor nominated by Telstra:

- (a) either:
  - (i) undamaged and in Good Working Order (as that term is defined in clause 3.30) (for GWO Upgrades); or
  - (ii) damaged but otherwise meeting the requirements in clause 3.31 (for Damaged Device Upgrades);
- (b) if required by the Redemption Process, within 14 days of receiving your upgrade or replacement Device or otherwise in accordance with the method, timing and other requirements specified in the Redemption Process you used to make your redemption request;
- (c) accompanied by:
  - (i) a completed form documenting the transfer of title in your Registered Device from the owner directly to the second-hand device vendor nominated by Telstra (unless transfer of title to the second-hand device vendor was previously submitted online or otherwise as required by the Redemption Process); and
  - (ii) your proof of identity and any additional documentation requested, which may include providing proof of ownership, such as receipts or a statutory declaration;
- (d) with all activation and device locking features disabled. We will take reasonable steps to contact you if the second-hand device vendor notifies us that these features are not disabled. If:
  - (i) we are unable to contact you after three attempts using the contact details

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- we have on record; or
        - (ii) you are unable to disable these features,
      - we may:
        - (iii) provided you are otherwise eligible under these Upgrade and Protect terms, upgrade or replace your Registered Device as a Damaged Device Upgrade and charge the applicable Redemption Fee (\$249); or
        - (iv) if you are not eligible for a Damaged Device Upgrade, determine that the Registered Device has not been returned in accordance with this clause 3.19, in which case clause 3.22 will apply.
    - (e) with the SIM and any personal or confidential data from your Device removed (SIM cards will not be returned and will be destroyed. Your Device may also be reset to factory settings); and
    - (f) otherwise in accordance with reasonable instructions in respect of the return.
- 3.20 Ownership of your returned Registered Device will immediately transfer to the second-hand device vendor nominated by Telstra once you return it under clause 3.19. You (as the owner of the Registered Device) immediately assign to them any rights and benefits under any manufacturer's warranty for your Registered Device, to the extent that they can be assigned at law. You authorise Telstra to direct the nominated second hand device vendor, to pay directly to Telstra in satisfaction of any remaining Eligible DPC payments owed by you to Telstra for the Registered Device, any amount which you are entitled to receive from the second hand device vendor for the purchase of that Device as part of the return of that Device under clause 3.19.
- 3.21 In exchange for you returning your Registered Device in accordance with the requirements in clause 3.19 and assigning your rights and benefits in accordance with clause 3.20:
  - (a) our nominated second-hand device vendor will buy the Device for an amount equal to your remaining Eligible DPC payments for your Registered Device;
  - (b) at the same time your remaining Eligible DPC payments for your Registered Device will be satisfied by our nominated second-hand device vendor paying the amount under paragraph (a) above and clause 3.20 on your behalf (and you will have no further obligation to pay that amount); and
  - (c) you will be entitled to replace or upgrade your Registered Device, provided:
    - (d) you purchase the upgrade or replacement Device on a new Eligible DPC;
    - (e) you pay the applicable Redemption Fee and any fees payable for your Upgrade and Protect service;
    - (f) your monthly payments for your Registered Devices' DPC and consumer mobile

### Part C – Special Promotions and Mobile Value Added Services

- or data plan are not overdue;
- (g) there are no reasonable grounds to suspect that you have engaged in any fraud or misuse of the Upgrade and Protect service; and
  - (h) you provide us the information or documentation we reasonably request of you.
- 3.22 If you do not return your device in accordance with clause 3.19 (unless clause 3.19(d)(iii) applies) and you don't meet the requirements in clause 3.21:
- (a) our nominated second-hand device vendor will not purchase your Device from you and will not satisfy your remaining Eligible DPC payments for your Registered Device under clause 3.21(a) and you may be required to pay us these charges and any applicable early termination charges for the Registered Device;
  - (b) if you have returned your Registered Device to our second-hand device vendor, it may also be returned to you (if possible and subject to any applicable laws in respect of the Device) and you may be charged the shipping costs; and
  - (c) you will not be entitled to replace or upgrade your Registered Device, unless you have already entered a new Eligible DPC to purchase a replacement or upgrade Device in which case the terms of your new Eligible DPC will continue to apply in respect of that Device.
- 3.23 Returned Registered Devices may have all content on that Device wiped.

#### ***Supporting documentation***

- 3.24 If you are asked for any supporting documentation in respect of your Upgrade and Protect service, such as proof of identity or ownership, police reports or statutory declarations you will provide (or will obtain the necessary consent to provide) such documentation to the second-hand device vendor nominated by Telstra.
- 3.25 If you are unable to provide sufficient proof of ownership or supporting documentation on our request in respect of your Upgrade and Protect service or Device, the relevant Device will be dealt with in accordance with the law, and it may be sent to the relevant authority.

#### **Screen Replacement**

##### ***Redemption Requirements***

- 3.26 To be entitled to redeem a Screen Replacement for a Registered Device, that Registered Device:
- (a) must be undamaged and in Good Working Order (as that term is defined in clause 3.26) and meet the pre-service assessment condition that you recorded when completing the Redemption Process;
  - (b) have all locking and 'find my phone' features disabled;
  - (c) otherwise comply with the requirements notified to you during the Redemption Process.



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#### **Returns process**

- 3.27 You may choose to have your Screen Replacement carried out in-person by a screen replacement technician at an address of your choosing provided that on-site repair is available at that location (**On-Site Screen Replacement**). We will notify you of whether the address you have selected is eligible for On-Site Repair when you complete the Redemption Process for your Screen Replacement. Alternatively, you may choose to mail-in your Registered Device for your Screen Replacement (**Mail-In Screen Replacement**).
- 3.28 If you are eligible for and choose On-Site Screen Replacement we will provide you with a padded mailer satchel to return your Registered Device to us. Subject to clause 3.29:
- (a) we bear the risk in your Registered Device between the time that you give that satchel to our delivery partner and when you receive your repaired Registered Device; and
  - (b) if your Registered Device is lost or damaged before it is returned to you with a replacement screen, we will either repair your Registered Device or replace your Registered Device with a like for like replacement Device, at no cost to you.
- 3.29 If you do not send your Registered Device to us in the satchel provided to you, you bear the risk of any loss or damage to your Registered Device that occurs before we receive that Registered Device and we will not be liable for any loss of or damage to that Registered Device that occurs before we receive that Registered Device.

#### **Grading Criteria**

##### **Good Working Order Upgrades and Screen Replacements**

- 3.30 A Device is undamaged and in good working order, for the purpose of the Good Working Order Upgrade and a Screen Replacement, if it is reasonably determined as fully functional as intended and is not physically damaged other than normal wear and tear (such as minor superficial scratches) (**Good Working Order**). For example, the Device:
- (a) turns on and off;
  - (b) functions normally (for example, it is capable of making and receiving calls and connecting to the internet and has a fully functional touchscreen as intended);
  - (c) includes a fully functioning battery;
  - (d) is free from physical damage except normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage, or a faulty or broken SIM reader);
  - (e) does not have any missing, disassembled, customised or non-original parts;
  - (f) has all activation and device locking features disabled (eg. Find My iPhone);
  - (g) has had a factory reset performed; and
  - (h) is not IMEI blocked.

##### **Damaged Device Upgrades**

**Part C – Special Promotions and Mobile Value Added Services**

- 3.31 A Device that is determined damaged and not in Good Working Order, may still be eligible for the Damaged Device Upgrade provided:
  - (a) it is not IMEI blocked;
  - (b) you have not already redeemed two (2) Screen Repairs or Damaged Device Upgrades for the same service in the last 12-months before this redemption; and
  - (c) you return the Registered Device in accordance with clause 3.19 and otherwise meet requirements in clause 3.21.

3.32 If your Registered Device is IMEI blocked and you are unable to rectify or remove this block in accordance with any laws or requirements applicable to that Device, it will not meet the return requirements in clause 3.19 and clause 3.22 will also apply.

**Eligible upgrades**

3.33 If your Registered Device is a mobile handset, you may only upgrade or replace it under a GWO Upgrade or Damaged Device Upgrade with an eligible mobile handset. If your Registered Device is a tablet you may only upgrade or replace it under a GWO Upgrade or Damaged Device Upgrade with an eligible tablet. You are not able to upgrade or replace a mobile handset for a tablet and vice versa under a GWO Upgrade or Damaged Device Upgrade.

**Cancelling Upgrade and Protect**

3.34 You may cancel Telstra Upgrade and Protect at any time.

**Part B – Promotions that are not available for new connections**

**4 5G Network Trial**

**5G Network Trial**

4.1 From 25 June 2019, all Telstra mobile, mobile data and mobile broadband customers will receive a free trial of 5G network access in Australia. The free trial will run from 25 June 2019 until 30 June 2020.

**Compatibility**

4.2 5G compatible device required in a 5G area. 5G is rolling out in selected areas.

**End of Trial**

4.3 From 1 July 2020 onward, 5G network access will be included in certain plans. If you would like 5G network access beyond the trial period, you must be on a plan that includes 5G network access as set out in the table below.

|                                      |   |   |
|--------------------------------------|---|---|
| Eligible Plans / Contracts / Devices | 5G Network Access Free Trial: 25 June 2019 - 30 June 2020 | Post-Free Trial 5G Network Access: From 1 July 2020 onwards |
| Mobile Plans on and from             | -   | Included on M, L and XL                                     |

### Part C – Special Promotions and Mobile Value Added Services

|  |          |  |
|--|----------|--|
| 1 July 2020  |          | Mobile Plans   |
| Mobile Plans and Mobile Data Plans on and from 25 June 2019              | Included | Included in L and XL Mobile Plans<br>Included in M and L Mobile Data Plans |
| JB Hi-Fi Plans   | Included | Not included<br>5G access ends 30 September 2020                           |
| MROs entered into between July 2018 - 24 June 2019                       | Included | Included (whilst on Eligible Plan)   |
| Mobile Lease Plans entered into between July 2018 - 24 June 2019         | Included | Included (whilst on Eligible Plan)   |
| Mobile Broadband Plans entered into between July 2018 - June 24 2019     | Included | Included (whilst on Eligible Plan)   |
| All other Telstra Mobile, Mobile Data, Mobile Broadband, or Tablet Plans | Included | Not available  |

5G: Telstra currently offers 5G in select areas and is progressively rolling it out to other areas. In non-5G coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at [telstra.com/coverage](https://www.telstra.com/coverage).

## 5 Telstra New Phone Feeling and Tablet Feeling

**This section of Telstra New Phone applies to customers who entered into an eligible mobile contract and 24 month Device Payment Contract before 12 May 2015.**

### What is Telstra New Phone Feeling?

- 5.1 Telstra New Phone Feeling allows customers with an eligible Telstra mobile plan and an eligible handset on a 24 month Device Payment Contract (**DPC**) or 24 month business handset plan to buy a new device on a 24 month DPC or eligible business plan during the final 12 months of their existing DPC or eligible business plan without paying a \$50 early recontracting fee or the remaining payments for their existing device, when they return it undamaged and in good working order.

**Part C – Special Promotions and Mobile Value Added Services**

**Availability**

5.2 Telstra New Phone Feeling is available with selected devices on a 24 month DPC or eligible business plan attached to the following plans:

| Plan                                   | Telstra New Phone Feeling Availability |
|--|--|
| Plans not available for new customers  |  |
| Mobile Accelerate Plans                | Available until withdrawn by us        |
| Mobile Accelerate BYO Plans            | Available until withdrawn by us        |
| Mobile Accelerate Data Share Plans     | Available until withdrawn by us        |
| Mobile Accelerate Data Share BYO Plans | Available until withdrawn by us        |
| Mobile Accelerate Casual Plans         | Available until withdrawn by us        |
| Every Day Connect BYO Plans            | DPC available until withdrawn by us    |
| Every Day Connect Data Share BYO Plans | DPC available until withdrawn by us    |
| Telstra No Lock-In Plans               | DPC available until withdrawn by us    |

5.3 The devices that are eligible for Telstra New Phone Feeling with each plan change from time to time. Upon request, we will confirm whether your plan and device combination are eligible for Telstra New Phone Feeling.

5.4 You must also be an Australian resident of at least 18 years of age.

**Price**

5.5 You will be charged \$10 each month for Telstra New Phone Feeling until the earlier of:

- (a) you using the Telstra New Phone Feeling offer;
- (b) your Telstra New Phone Feeling being cancelled; or
- (c) the end of your 24 month DPC or eligible business plan.

5.6 The minimum total cost of Telstra New Phone Feeling if you use it is \$120 over 12 months (in addition to plan and handset costs). The maximum cost is \$240 over 24 months.

**Term**

5.7 You must have Telstra New Phone Feeling for at least 12 months to be eligible to have your \$50 early recontracting fee (if applicable) and the remaining payments for your

### Part C – Special Promotions and Mobile Value Added Services

existing device waived when you return your existing device and take up a new device.

- 5.8 If you do not use Telstra New Phone Feeling before the end of your 24 month DPC or eligible business plan term, it will expire and your monthly payments will not be refunded.

#### **Using Telstra New Phone Feeling**

- 5.9 The \$50 early recontracting fee (if applicable) and the remaining payments for your existing device will be waived if, during the final 12 months of your existing DPC or eligible business plan term, you:

- (a) Purchase a new device on a 24 month DPC that is available for new customers or on an eligible 24 month business plan. If you purchase your new device on a Business Fleet Connect Plan, you will not be able to take up Telstra New Phone Feeling on this plan; and
- (b) Return your existing device undamaged and in good working order, together with your proof of identity and any additional documentation requested by us, within 14 days of purchasing your new device. You must follow our instructions on how to return the device.

- 5.10 The \$50 recontracting fee and/or remaining payments for your existing eligible device will not be waived if:

- (a) Any payments for Telstra New Phone Feeling are overdue; or
- (b) Your existing device is not returned undamaged and in good working order.

- 5.11 A device that is undamaged and in good working order is one that is fully functional as intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, it:

- (a) Turns on and off;
- (b) Functions normally (for example, it is capable of making and receiving calls and connecting to the internet and any touchscreen functions as intended); and
- (c) Includes a fully functioning battery;
- (d) Is free from physical damage except normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage, or a faulty or broken SIM reader);
- (e) Does not have any missing, disassembled, customised or nonoriginal parts;
- (f) Has all activation and device locking features disabled (eg. Find My iPhone on iOS 7 devices); and
- (g) Is not IMEI blocked.

- 5.12 We may ask you to provide proof of ownership, such as receipts. If there is insufficient proof of ownership, the device will be dealt with in accordance with the law, and it may be returned to you, or sent to the relevant authority.

### Part C – Special Promotions and Mobile Value Added Services

- 5.13 You must remove the SIM card and any personal or confidential data from your device before returning it. SIM cards will not be returned and will be destroyed. Your device may also be reset to factory settings.

#### **Cancelling Telstra New Phone Feeling**

- 5.14 You may cancel Telstra New Phone Feeling at any time.
- 5.15 This section of Telstra New Phone and Tablet Feeling applies to customers who enter into an eligible mobile contract and 24 or 36 month Device Payment Contract (**DPC**) from 12 May 2015 to 13 January 2020.
- 5.16 New Phone Feeling and New Tablet Feeling are not available to customers that take up a device payment contract on any eligible mobile or tablet plans on and from 14 January 2020.
- 5.17 Customers that took up an eligible device on a device payment contact with an eligible plan with New Phone Feeling or New Tablet Feeling prior to 14 January 2020 will be able to redeem as per the existing terms of New Phone Feeling and New Tablet Feeling. Customers on a Business Choice Mobile or Tablet Plan, taken up prior to 25 June 2019, will be able to redeem New Phone Feeling or New Tablet Feeling once as per the existing terms of New Phone Feeling and New Tablet Feeling.

#### **What is Telstra New Phone Feeling?**

- 5.18 Telstra New Phone Feeling allows customers with an eligible Telstra mobile plan and an eligible handset on a 24 or 36 month Device Payment Contract (**DPC**) or 24 month business handset plan to buy a new handset on a 24 or 36 month DPC or eligible business plan during the final 12 months of their existing DPC or eligible business plan without having to pay the remaining payments for their existing handset, when they return it undamaged and in good working order and pay the relevant upgrade fee.

#### **What is Telstra New Tablet Feeling?**

- 5.19 Telstra New Tablet Feeling allows customers with an eligible Telstra mobile broadband plan and an eligible tablet on a 24 or 36 month Device Payment Contract (**DPC**) or 24 month business handset plan to buy a new tablet on a 24 or 36 month DPC or eligible business plan during the final 12 months of their existing DPC or eligible business plan without having to pay the remaining payments for their existing device, when they return it undamaged and in good working order.

#### **Eligibility**

- 5.20 To be eligible for Telstra New Phone Feeling or New Tablet Feeling, you must:
- (a) be an Australian resident;
  - (b) at least 18 years of age; and
  - (c) purchase an eligible handset or tablet device (**Device**) on a 24 or 36 month DPC or eligible business plan with one of the following plans prior to January 14 2020:

### Part C – Special Promotions and Mobile Value Added Services

| Plan  | Telstra New Phone or Tablet Feeling Availability |
|---|--|
| Plans available for new customers on and from 25 June 2019                          |  |
| Telstra Mobile Plan   | DPC available until withdrawn by us              |
| Telstra Data Plan   | DPC available until withdrawn by us              |
| Plans available for new customers with a 13 digit account number until 25 June 2019 |  |
| Mobile Plans (new connections between 24 July 2018-24 July 2019)                    | DPC available until withdrawn by us              |
| Mobile BYO Plans  | DPC available until withdrawn by us              |
| Tablet Plans  | DPC available until withdrawn by us              |
| Mobile Broadband Plans  | DPC available until withdrawn by us              |
| Companion Mobile Plan   | DPC available until withdrawn by us              |
| Companion Tablet Plan   | DPC available until withdrawn by us              |
| Go Mobile Plans   | DPC available until withdrawn by us              |
| Go Mobile Casual Plans  | DPC available until withdrawn by us              |
| Go Mobile BYO Plans   | DPC available until withdrawn by us              |
| Go Mobile Broadband Plans   | DPC available until withdrawn by us              |
| Data Share SIM Plans  | DPC available until withdrawn by us              |
| Plans not available for new customers   |  |
| Every Day Connect Plans   | DPC available until withdrawn by us              |
| Every Day Connect Data Share BYO Plans  | DPC available until withdrawn by us              |
| Telstra No Lock-In Plans  | DPC available until withdrawn by us              |
| Mobile Accelerate Plan  | DPC available until withdrawn by us              |

**Part C – Special Promotions and Mobile Value Added Services**

| Plan                                   | Telstra New Phone or Tablet Feeling Availability |
|--|--|
| Mobile Accelerate BYO Plans            | DPC available until withdrawn by us              |
| Mobile Accelerate Data Share Plans     | DPC available until withdrawn by us              |
| Mobile Accelerate Data Share BYO Plans | DPC available until withdrawn by us              |
| Mobile Accelerate Casual Plans         | DPC available until withdrawn by us              |

- 5.21 The devices that are eligible for Telstra New Phone Feeling and New Tablet Feeling with each plan may change from time to time. Upon request, we will confirm whether your plan and device combination are eligible for Telstra New Phone Feeling and New Tablet Feeling.
- 5.22 Telstra New Phone Feeling or New Tablet Feeling is automatically included as part of your eligible contract with Telstra. You do not need to separately opt-in.
- 5.23 If you are on a Telstra Premium Mobile Plan, you will not be charged the device redemption fee when you use the offer.

**Price**

- 5.24 There is no minimum monthly charge but you will be charged \$149 at the time you elect to use Telstra New Phone Feeling or New Tablet Feeling (**Device Redemption Fee**) which will appear on your next Telstra bill.

**Term**

- 5.25 Telstra New Phone and Tablet Feeling is automatically included as part of your eligible contract with Telstra. However you are under no obligation to use Telstra New Phone and Tablet Feeling.
- 5.26 You are only eligible to use Telstra New Phone or Tablet Feeling in the last 12 months of your DPC or eligible business plan term.
- 5.27 If you do not use Telstra New Phone or Tablet Feeling before the end of your 24 or 36 month DPC or eligible business plan term, it will expire.

**Upgrading your Device**

- 5.28 The remaining payments for your existing device will be waived if, during the final 12 months of your existing DPC or eligible business plan term, you:
  - (a) agree to pay the \$149 Device Redemption Fee;
  - (b) purchase a new device on a 24 or 36 month DPC with a plan listed in clause 6.17 that is available for new customers or on an eligible 24 month business plan. If



### Part C – Special Promotions and Mobile Value Added Services

you purchase your new device on a Business Fleet Connect Plan, you will not be able to take up Telstra New Phone or Tablet Feeling on this plan;

- (c) return your existing device undamaged and in good working order, together with your proof of identity and any additional documentation requested by us, within 14 days of purchasing your new device. You must follow our instructions on how to return the device. Ownership of your device will be transferred to our second-hand device vendor when the device is returned to our second-hand device vendor, all eligibility criteria in this clause are met and all device locking features are disabled (see clause 6.27)
- 5.29 We may charge you the remaining payments under your DPC for your existing device if you do not comply with the eligibility criteria above.
- 5.30 To be eligible to redeem New Phone Feeling or New Tablet Feeling, you must also return your existing Device with all activation and device locking features disabled. If you do not, we may charge you an inoperable device fee, which is equal to the fair market value of the existing device in an operable state. We may also return your inoperable device to you and charge you for the shipping costs too.
- 5.31 A device that is undamaged and in good working order is one that is fully functional as intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, it:
- (a) turns on and off;
  - (b) functions normally (for example, it is capable of making and receiving calls and connecting to the internet and any touchscreen functions as intended); and
  - (c) includes a fully functioning battery;
  - (d) is free from physical damage except normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage, or a faulty or broken SIM reader);
  - (e) does not have any missing, disassembled, customised or nonoriginal parts; and
  - (f) is not IMEI blocked.
- 5.32 We may ask you to provide proof of ownership, such as receipts. If there is insufficient proof of ownership, the device will be dealt with in accordance with the law, and it may be returned to you, or sent to the relevant authority.
- 5.33 You must remove the SIM card and any personal or confidential data from your device before returning it. SIM cards will not be returned and will be destroyed. Your device may also be reset to factory settings.
- 5.34 If your existing device is a mobile handset, you may only upgrade to a mobile handset. If your existing device is a tablet you may only upgrade to a tablet. You are not able to upgrade a mobile handset for a tablet and vice versa.

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## 6 Mobile Repayment Option (MRO)

**Part C – Special Promotions and Mobile Value Added Services**

**What is MRO?**

6.1 Under the MRO, we will offer approved customers credit known as a Mobile Repayment Amount and allow you to repay that credit by monthly instalments over a 12, 18 or 24 month period (**MRO term**). This credit contributes towards the upfront purchase price of a mobile handset or device and any eligible mobile accessories.

**Availability**

- 6.2 Unless we say otherwise, MRO is available:
- (a) until 31 December 2003, for more4business customers connected between 7 May and 7 October 2003; and
  - (b) until the date that we determine, for all other new eligible customers (eligible customers are set out in the table contained in clause 9.4 below).
- 6.3 MRO is not available on consumer plans to new and recontracting customers with a 13 digit account number on and from 4 March 2014.

**Mobile Repayment Amounts**

6.4 Different Mobile Repayment Amounts are available depending on your chosen handset, accessories, plan and minimum monthly spend/access fee. The available Mobile Repayment Amounts are set out below.

| Mobile Repayment Amounts  | Eligible handsets and customers  |
|---|--|
| <p>“Standard” Mobile Repayment Amounts:<br/>                     \$49, \$99, \$120, \$149,<br/>                     \$199, \$229, \$240, \$259,<br/>                     \$289, \$319, \$349, \$360,<br/>                     \$379, \$409, \$439, \$469,<br/>                     \$499, \$529, \$559, \$589,<br/>                     \$619, \$649, \$679</p> | <p>Any handset or device for customers on:</p> <ul style="list-style-type: none"> <li>• a Telstra Mobile Broadband \$24.95; \$34.95; \$44.95 or \$84.95 Member Plan;</li> <li>• a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or \$89.95 Plan;</li> <li>• a Special Member Plan;</li> <li>• a Telstra Member Plan Ultimate;</li> <li>• a Telstra Business Talk Member Plan or Telstra Business Untimed Member Plan;</li> <li>• a Telstra BusinessMobile Select Member Plan;</li> <li>• a Telstra Kids in Touch Member Plan;</li> <li>• a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap Plan (business) (excluding \$49 to \$379 repayment amounts);</li> <li>• a Business Choice Capped Member Plan;</li> <li>• a Business Choice Capped Casual Plan connected on</li> </ul> |

**Part C – Special Promotions and Mobile Value Added Services**

| Mobile Repayment Amounts | Eligible handsets and customers   |
|--------------------------|---|
|                          | <p>or after 8 June 2006;</p> <ul style="list-style-type: none"> <li>• a Telstra Corporate SIM Plan;</li> <li>• an eligible Enterprise Fleet Casual Plan with a monthly network access charge of \$30 or above (new customers and recontracting customers cannot apply for a Mobile Repayment Option with any Enterprise Fleet Casual Plan on and from 4 October 2011 unless we agree otherwise in writing);</li> <li>• Telstra Capped Plus Plans;</li> <li>• a Telstra \$79 Cap Plan;</li> <li>• casual Telstra Mobile Plans or Telstra Mobile Member Plans with a Monthly Credit member benefit;</li> <li>• Casual Plans connected on or after 8 September 2004;</li> <li>• Member Plans connected on or after 8 September 2004;</li> <li>• member or casual more4business Plans connected on or after 7 May 2003 to 7 October 2003;</li> <li>• subscriber or casual communic8 Post-Paid Call Plans and SMS plans</li> <li>• member or casual Corporate Staff Plans;</li> <li>• member or casual Telstra Mobile Business plans connected on or after 8 October 2003;</li> <li>• member or casual \$20 Mobile Business Starter Plans connected on or after 8 October 2003;</li> <li>• Telstra Business Casual Plans connected on or after 8 September 2004;</li> <li>• Telstra Business Member Plans connected on or after 8 September 2004;</li> <li>• any other eligible plan as determined by us;</li> <li>• an eligible handset or device (as determined by us) for customers on Telstra 3G Connect PC Packs on a month to month basis connected on or after 5 September 2005;</li> </ul> |

**Part C – Special Promotions and Mobile Value Added Services**

| Mobile Repayment Amounts   | Eligible handsets and customers  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• an eligible handset or device (as determined by us) for customers on Telstra 3G Connect Data Packs on a month to month basis connected on or after 1 November 2005</li> </ul>   |
| <p>“High” Mobile Repayment Amounts:<br/>           \$729, \$779, \$829, \$879, \$929, \$979, \$999</p> | <p>An eligible handset or device (as determined by us) for customers on:</p> <ul style="list-style-type: none"> <li>• a Telstra Mobile Broadband; \$34.95; \$44.95 or \$84.95 Member Plan</li> <li>• a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or \$89.95 Plan</li> <li>• a Special Member Plan with a monthly spend of \$60 or above;</li> <li>• a Telstra Member Plan Ultimate;</li> <li>• a Telstra Business Untimed” Member Plan;</li> <li>• A Telstra BusinessMobile Select Member Plan</li> <li>• a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap Plan (business);</li> <li>• a Business Choice Capped Member Plan;</li> <li>• a Business Choice Capped Casual Plan connected on or after 8 June 2006;</li> <li>• a Telstra Corporate SIM Plan with a monthly network access charge of \$70 or above;</li> <li>• an eligible Enterprise Fleet Casual Plan with a monthly network access charge of \$60 or above (new customers and recontracting customers cannot apply for a Mobile Repayment Option with any Enterprise Fleet Casual Plan on and from 4 October 2011 unless we agree otherwise in writing);</li> <li>• a Telstra \$49 Cap Plus Plan;</li> <li>• a Telstra \$79 Cap Plus Plan;</li> <li>• a Telstra \$129 Cap Plus Plan;</li> <li>• a Telstra Mobile Member Plan with a Monthly Credit</li> </ul> |

**Part C – Special Promotions and Mobile Value Added Services**

| Mobile Repayment Amounts   | Eligible handsets and customers  |
|--|--|
|  | <p>Member Benefit and a monthly spend of \$60 or above;</p> <ul style="list-style-type: none"> <li>• Member Plans with a monthly spend of \$60 or above connected on or after 8 September 2004;</li> <li>• a more4business Member Plan with a monthly spend of \$70 or above connected on or after 7 May 2003;</li> <li>• a communic8 Post-Paid Subscriber Call Plan or SMS Plan with a monthly spend of \$60 or above;</li> <li>• Telstra Mobile Business Member Plans with a monthly spend of \$70 or above connected on or after 8 October 2003; or</li> <li>• Telstra Business Member Plans with a monthly spend of \$60 or above connected on or after 8 September 2004; or</li> <li>• any other eligible plan as determined by us.</li> </ul>  |
| <p>“Premium” Mobile Repayment Amounts:<br/>           \$1099, \$1199, \$1299, \$1399, \$1499</p> | <p>An eligible handset or device (as determined by us) for customers on:</p> <ul style="list-style-type: none"> <li>• a Telstra Mobile Broadband; \$34.95; \$44.95 or \$84.95 Member Plan</li> <li>• a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or \$89.95 Plan</li> <li>• a Special Member Plan with a monthly spend of \$150 or above;</li> <li>• a Telstra Member Plan Ultimate;</li> <li>• a Telstra Business Untimed Member Plan;</li> <li>• a Telstra BusinessMobile Select Member Plan</li> <li>• a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap Plan (business);</li> <li>• a Business Choice Capped Member Plan;</li> <li>• a Business Choice Capped Casual Plan connected on or after 8 June 2006;</li> <li>• Telstra 3G Mobile Phone Cap Plans;</li> <li>• an eligible Enterprise Fleet Casual Plan with a</li> </ul> |

**Part C – Special Promotions and Mobile Value Added Services**

| Mobile Repayment Amounts | Eligible handsets and customers  |
|--------------------------|--|
|                          | <p>monthly network access charge of \$200 or above (if available) (the Enterprise Fleet Casual Plan 200 is not available for new connections or for recontracting to existing customers on and from 4 October 2011);</p> <ul style="list-style-type: none"> <li>• a Telstra \$49 Cap Plus Plan;</li> <li>• a Telstra \$79 Cap Plus Plan;</li> <li>• a Telstra Mobile Member Plan with a Monthly Credit member benefit and a monthly spend of \$150 or above;</li> <li>• Member Plans with a monthly spend of \$150 or above connected on or after 8 September 2004;</li> <li>• a more4business Member Plan with a monthly spend of \$150 or above connected on or after 7 May 2003;</li> <li>• Telstra Mobile Business Member Plans with a monthly spend of \$150 or above connected on or after 8 October 2003; and</li> <li>• Telstra Business Member Plans with a monthly spend of \$150 or above connected on or after 8 September 2004; or</li> <li>• any other eligible plan as determined by us.</li> </ul> |

**Terms**

- 6.5 The Mobile Repayment Amount chosen cannot be more than the price of the handset and any eligible mobile accessories (incl GST).
- 6.6 We will pay the Mobile Repayment Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 6.7 If the price of the handset or device and eligible mobile accessories is higher than the Mobile Repayment Amount, you must pay the difference between the price of the handset/device and eligible mobile accessories (incl GST) and the Mobile Repayment Amount. You must pay this difference directly to us or the participating Telstra Shop/dealer where you bought the handset.
- 6.8 You must repay the Mobile Repayment Amount by monthly instalments over the MRO Term. If you do not repay the Mobile Repayment Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).
- 6.9 You must repay the balance of the Mobile Repayment Amount outstanding if your

### Part C – Special Promotions and Mobile Value Added Services

mobile service or account attached to the MRO is cancelled or you reduce your minimum monthly spend/access fees so that you are no longer eligible for the Mobile Repayment Amount before the end of the MRO term.

- 6.10 If you choose an 18 or 24-month MRO Term, you must maintain a Member or Subscriber plan for the full 18 or 24-month period to continue to receive your monthly bonus or credit.
- 6.11 Only one MRO may be entered into for each eligible service. We must separately approve applications for four or more MROs per customer.

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## 7 Family and Friends \$49 or \$69 Mobile Plans

**Available from 30 October 2018 until 25 December 2018.**

### Eligibility

- 7.1 To be eligible for a Family and Friends \$49 or \$69 Mobile Plan (**F&F Mobile Plan**), you must be a Telstra employee, a JB Hi-Fi employee, a friend or family member of a Telstra employee, a friend or family member of a JB Hi-Fi employee, or a small business, and be a new customer or an existing customer activating a new service and meet the eligibility for the promotion which will change from time to time.

### Accessory Repayment Option

- 7.2 You can choose to buy mobile accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

### Availability

- 7.3 F&F Mobile Plans are available from 30 October 2018 until 25 December 2018.
- 7.4 From 6 December 2018 to 25 December 2018, recontracting customers will also be able to purchase a Family & Friends \$69 Mobile Plan.
- 7.5 F&F Mobile Plans are available on a 24-month minimum term.

### Device Options

- 7.6 You must purchase an eligible Telstra Mobile Network compatible handset on a Device Payment Contract (**DPC**) when you connect your F&F Mobile Plan.

### Device Plan Credit

- 7.7 If you:
  - (a) purchase an eligible Telstra Mobile Network compatible handset on a 24-month DPC; and
  - (b) your F&F Mobile Plan and your DPC commence on the same day,you may receive a credit towards your handset repayments (**Device Plan Credit**) each month for the minimum term of your F&F Mobile Plan.

**Part C – Special Promotions and Mobile Value Added Services**

- 7.8 We will tell you the amount of the Device Plan Credit when you take up your F&F Mobile Plan and eligible DPC.
- 7.9 The monthly device repayments (if any) on your bill are the monthly amounts you owe after the Device Plan Credit has been applied.
- 7.10 If you cancel your F&F Mobile Plan or your DPC during your minimum term, you will no longer be entitled to the Device Plan Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge (ETC) for your F&F Mobile Plan.

**Family and Friends Mobile Plans**

7.11 The F&F Mobile Plans are set out in the tables below.

|   | Family and Friends Mobile Plans (24 months)                            |               |
|---|--|---------------|
| Minimum monthly charge  | \$49   | \$69          |
| Minimum cost over 24 months   | \$1,176  | \$1,656       |
| Monthly Domestic Call Allowance to standard fixed and mobile numbers        | Unlimited  |               |
| Monthly Domestic SMS and MMS Allowance to standard fixed and mobile numbers | Unlimited  |               |
| Monthly Domestic Data Allowance (Mobile Data)                               | 10GB   | 20GB          |
| Bonus Data  | 5GB  | 10GB          |
| Extra Data  | \$10/GB (or part thereof) until the end of your billing month          | Not available |
| Peace of Mind Data  | Not available  | Included      |
| Data Sharing  | All data is not shareable and expires at the end of your billing month |               |
| MessageBank retrieval and diversion   | Unlimited  |               |
| MessageBank Plus for iPhone   | Not included   |               |



### Part C – Special Promotions and Mobile Value Added Services

|  | Family and Friends Mobile Plans (24 months)  |      |
|--|--|------|
| Minimum monthly charge   | \$49   | \$69 |
| (compatible iPhone required)   |  |      |
| Included Content   | Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time |      |
| Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)  | Standard rates apply.  |      |
| Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)  | International Day Pass<br>for an additional charge per day, unlimited calls/SMS and 200MB of data to use in Eligible Roaming Countries                                   |      |
| <p>All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible countries, International call/SMS/MMS rates will apply. Eligible Countries are: Argentina, Austria, Bangladesh, Belarus, Belgium, Brazil, Brunei, Bulgaria, Cambodia, Canada, Chile, China, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, Egypt, Estonia, Fiji, Finland, France, Germany, Greece, Guatemala, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Lao, Latvia, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Mexico, Nauru, Netherlands, New Zealand, Norway, Papua New Guinea, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Rep., Slovenia, Solomon Islands, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, Ukraine, UAE, UK, USA, Uruguay, Vanuatu and Vietnam.</p> |  |      |

#### What you must pay each month

7.12 Each month you must pay us:

- (a) the minimum monthly charge for your F&F Mobile Plan;
- (b) for all usage in excess of your included allowances;

### Part C – Special Promotions and Mobile Value Added Services

- (c) for all usage not eligible to draw from your included allowances;
- (d) for any Extra Data (if applicable);
- (e) if you have a DPC, for any handset or device repayments (taking into account any Device Plan Credit, if eligible);
- (f) any accessory repayments under any ARO; and
- (g) any other value added services.

#### **Monthly Call Allowance and unlimited SMS and MMS**

7.13 In addition to your minimum monthly charge you must pay for:

- (a) subject to clause 7.14 any eligible calls in excess of your Monthly Call Allowance; and
- (b) calls and messages that aren't standard calls and messages.

7.14 You will not pay for calls of the type that are included in your Monthly Call Allowance (**eligible calls**), which are:

- (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
- (b) most '12' calls (excluding the 12 numbers below);
- (c) most '11' calls;
- (d) most '13' calls;
- (e) most '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.

7.15 Call types that are not eligible calls include:

- (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
- (b) calls to 1234, 12455 and 12456 numbers;
- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) calls, SMS and MMS to international numbers from Australia;
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;

### Part C – Special Promotions and Mobile Value Added Services

- (g) all use (such as calls made and received) while overseas;
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.

7.16 You must pay for any calls that are not eligible calls.

7.17 Any unused Monthly Call Allowance expires each month.

#### **Monthly International Roaming Allowance**

7.18 Unless you're re-contracting your existing service or have chosen to opt out, your plan is automatically activated with International Roaming and an International Day Pass, which for an additional charge per day lets you to make and receive unlimited standard voice calls and SMS and includes 200MB data for use each day (AEST) when travelling in Eligible Roaming Countries. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 500MB for \$10. For more information refer to Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

7.19 Roaming calls, SMS and MMS will be charged at international roaming rates and mobile data at \$3 per MB (charged per KB or part) where you:

- (a) use your mobile outside of Eligible Roaming Countries; or
- (b) choose to opt out of your International Day Pass.

#### **Monthly Mobile Data Allowance**

7.20 On the F&F Mobile Plans, your Monthly Mobile Data Allowance is not shareable (including between plans on the same account) and expires at the end of each billing month.

#### **Bonus Data**

7.21 On the F&F Mobile Plans, you are entitled to an amount of mobile data (“**Bonus Data**”) as follows:

- (a) 5GB Bonus Data on the F&F \$49 Mobile Plan; and
- (b) 10GB Bonus Data on the F&F \$69 Mobile Plan.

7.22 Any unused Bonus Data will expire and be forfeited at the end of the billing month. If all of your Bonus Data is used within the billing period, the cost of any subsequent data will be deducted from the remaining Monthly Mobile Data Allowance.

7.23 The Bonus Data allowance applies for use in Australia and excludes content charges. If you use your service overseas, additional charges will apply.

#### **Extra Data**

### Part C – Special Promotions and Mobile Value Added Services

- 7.24 If you use more than your Monthly Mobile Data Allowance, we will automatically add extra data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("**Extra Data**").
- 7.25 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 7.26 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 7.27 When calculating mobile data volumes:
- (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### **Peace of Mind data**

- 7.28 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 7.29 Peace of Mind data is included with the \$69 F&F Mobile Plan.
- 7.30 For the \$69 F&F Mobile Plan, you can choose to opt-out of Peace of Mind data once every 30 days, and will then pay Extra Data at \$10/1GB.
- 7.31 You cannot share your Peace of Mind data with other services on your account.

#### **FairPlay Policy**

- 7.32 Our FairPlay Policy (set out in the [General Terms for Consumer Customers](#)) applies to your F&F Mobile Plan.

#### **Changing your plan or your minimum monthly spend**

- 7.33 If we allow you to change your original minimum monthly spend or move to another F&F Mobile Plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if the plans are still available for recontracting.

**Part C – Special Promotions and Mobile Value Added Services**

| Change  | Consequence  |
|---|--|
| If you move to a F&F Mobile Plan with a lower minimum monthly charge (i.e. \$69 Plan to \$49 Plan)          | You must restart your minimum term, pay the balance of any DPC, and pay an early termination charge.   |
| If you move to a F&F Mobile Plans with a higher minimum monthly charge (i.e. \$49 Plan to \$69 Plan)        | <p>If you transfer your existing DPC onto a F&amp;F Mobile Plan of a higher value, you will not need to restart your minimum term and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable).</p> <p>If you take up a new eligible handset on a DPC with your new F&amp;F Mobile Plan, you will need to restart your minimum term, pay the balance of any existing DPC, and you will also need to pay an early termination charge.</p> |
| If you move from a F&F Mobile Plan to another Telstra plan or Telstra offer (that is not a F&F Mobile Plan) | You must restart your minimum term. You must pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you must pay an early termination charge.  |

**Early termination charges**

7.34 If, at any time before the end of the 24-month term of your F&F Mobile Plan (**Minimum Term**):

- (a) you cancel your F&F Mobile Plan (other than as a result of our material breach);
- (b) we cancel your F&F Mobile Plan in accordance the [General Terms for Consumer Customers](#); or
- (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge (“**ETC**”) and any costs incurred by us up to the point of cancellation.

7.35 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of [Part B of the Telstra Mobile Section of Our Customer Terms](#).

7.36 The ETC decreases over the Minimum Term. The maximum ETC for each F&F Mobile Plan is set out in the tables below. Please contact us for the amount of ETC payable.

### Part C – Special Promotions and Mobile Value Added Services

| Mobile Plans         | Maximum ETC (incl. GST)<br>(24 month term) |
|----------------------|--|
| F&F \$49 Mobile Plan | \$588                                      |
| F&F \$69 Mobile Plan | \$828                                      |

- 7.37 If you have taken up a DPC, any Device Plan Credit you were receiving will end when your F&F Mobile Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

#### **At the end of your minimum term**

- 7.38 At the end of your minimum term your service will remain on your chosen F&F Mobile Plan, and if you have a DPC, you will no longer be entitled to the Device Plan Credit. You cannot move to another F&F Mobile Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 7.39 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Electronic Billing and Payment**

- 7.40 Your F&F Mobile Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 7.41 Exemptions from these fees are available for:
- (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 7.42 **Paperless Bill:** You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the [General Terms for Consumer Customers section of Our Customer Terms](#).
- 7.43 **Electronic Payment:** You may pay your bill via Direct Debit, BPAY, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.)

### Part C – Special Promotions and Mobile Value Added Services

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## 8 Family and Friends - Go Mobile Plus BYO Plans

Not available for new sales on and from 25 June 2019

### Eligibility

- 8.1 To be eligible for a Family and Friends Go Mobile Plus BYO Plan (**F&F Go Mobile Plus BYO Plan**), you must be a new customer or an existing customer with a 13 digit account number and meet the eligibility for the promotion which will change from time to time.

### Accessory Repayment Option

- 8.2 You can choose to buy mobile accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

### Availability

- 8.3 F&F Go Mobile Plus BYO Plans are available until withdrawn by us. To connect your existing Telstra mobile service to a F&F Go Mobile Plus BYO Plan, you must cancel your current plan and pay us any applicable early termination charges.
- 8.4 F&F Go Mobile Plus BYO Plans are available on a 24 month minimum term.

### Device Options

- 8.5 You need to bring your own (**BYO**) compatible handset or purchase an eligible Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.
- 8.6 You can purchase an eligible handset on a Device Payment Contract (**DPC**) when you connect your F&F Go Mobile Plus BYO Plan.

### Device Plan Credit

- 8.7 If you:
- (a) purchase an eligible handset on a 24-month DPC; and
  - (b) your F&F Go Mobile Plus BYO Plan and your DPC commence on the same day,
- you may receive a credit towards your handset repayments (**Device Plan Credit**) each month for the minimum term of your F&F Go Mobile Plus BYO Plan.
- 8.8 We will tell you the amount of the Device Plan Credit when you take up your F&F Go Mobile Plus BYO Plan and eligible DPC.
- 8.9 The monthly device repayments (if any) on your bill are the monthly amount you owe after the Device Plan Credit has been applied.
- 8.10 If you cancel your F&F Go Mobile Plus BYO Plan or your DPC during your minimum term, you will no longer be entitled to the Device Plan Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge

### Part C – Special Promotions and Mobile Value Added Services

(ETC) for your F&F Go Mobile Plus BYO Plan.

#### Family and Friends Go Mobile Plus BYO Plans

8.11 The F&F Go Mobile Plus BYO Plans are set out in the tables below.

|  | Family and Friends<br>Go Mobile Plus BYO Plans<br>(24 months)  |        |
|--|--|--------|
| Minimum monthly charge   | \$59   | \$79   |
| Minimum cost over 24 months  | \$1416   | \$1896 |
| Monthly Call Allowance to standard fixed and mobile numbers        | Unlimited  |        |
| Monthly SMS and MMS Allowance to standard fixed and mobile numbers | Unlimited  |        |
| Standard video messages to standard mobile numbers                 | Unlimited  |        |
| Monthly Data Allowance (Mobile Data)                               | 15GB   | 20GB   |
| Extra Data   | \$10/GB (or part thereof) until the end of your billing month  |        |
| Mobile Data Sharing  | Share your Mobile Data and Extra Data with other data share plans on the same account  |        |
| MessageBank retrieval and diversion                                | Unlimited  |        |
| MessageBank Plus for iPhone (compatible iPhone required)           | Included   |        |
| Included Content   | Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time |        |



**Part C – Special Promotions and Mobile Value Added Services**

|   |  |                                    |
|---|--|------------------------------------|
|   | <b>Family and Friends<br/>                 Go Mobile Plus BYO Plans<br/>                 (24 months)</b>   |                                    |
| Minimum monthly charge  | \$59   | \$79                               |
| Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)   | Standard rates apply.  | Unlimited to 15 Eligible Countries |
| Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)   | <b>International Day Pass</b><br>for an additional charge per day, unlimited calls/SMS and 100MB of data to use in Eligible Roaming Countries<br><br>For charges and a list of Eligible Roaming Countries, visit Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms |                                    |
| All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible countries, International call/SMS/MMS rates will apply. Eligible Countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam. |  |                                    |

### Part C – Special Promotions and Mobile Value Added Services

- 8.12 Each month you must pay us:
- (a) the minimum monthly charge for your F&F Go Mobile Plus BYO Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) if you have a DPC, for any handset or device repayments (taking into account any Device Plan Credit, if eligible);
  - (f) any Data Share SIMs you may take up (if eligible);
  - (g) any accessory repayments under any ARO; and
  - (h) any other value added services.
- 8.13 In addition to your minimum monthly charge you must pay for:
- (a) subject to clause 11.14 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 8.14 You will not pay for calls of the type that are included in your Monthly Call Allowance (“**eligible calls**”), which are:
- (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most ‘12’ calls (excluding the 12 numbers below);
  - (c) all ‘11’ calls;
  - (d) all ‘13’ calls (6 and 10 digit);
  - (e) all ‘1800’ calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us.
- 8.15 Call types that are not eligible calls include:
- (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);

### Part C – Special Promotions and Mobile Value Added Services

- (d) calls, SMS and MMS to international numbers from Australia (unless your F&F Go Mobile Plus BYO Plan includes a Standard International Call Allowance);
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;
- (g) all use (such as calls made and received) while overseas (unless your F&F Go Mobile Plus BYO Plan includes a Monthly International Roaming Allowance);
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.

8.16 You must pay for any calls that are not eligible calls.

8.17 Any unused Monthly Call Allowance expires each month.

#### **Monthly International Calls and SMS Allowance (from Australia)**

8.18 Your \$79 Family and Friends Go Mobile Plus BYO Plan includes a Monthly International Call and SMS Allowance to make unlimited calls and SMS to standard international fixed and mobile numbers made while you are in Australia to the 15 eligible countries set out in clause 11.19 (**Monthly International Call and SMS Allowance**).

8.19 Eligible countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam (**Eligible Countries**).

8.20 If you make non-standard international calls, or call countries which are not Eligible Countries, you will be charged extra for those calls. The rates set out in Part D - Other Call Types of the Telstra Mobile Section of Our Customer Terms will apply.

#### **International Roaming**

8.21 International roaming is automatically activated on new F&F Go Mobile Plus BYO Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply.

#### **Monthly International Roaming Allowance**

8.22 Unless you're re-contracting your existing service or have chosen to opt out, your plan is automatically activated with International Roaming and an International Day Pass activated, which for an additional charge per day lets you to make and receive unlimited standard voice calls and SMS and includes 100MB data for use each day (AEST) when travelling in Eligible Roaming Countries. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 500MB for \$10.

8.23 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:

### Part C – Special Promotions and Mobile Value Added Services

- (a) use your mobile outside of Eligible Roaming Countries; or
- (b) choose to opt out of your International Day Pass.

#### **Monthly Mobile Data Allowance**

8.24 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of services on the same account as your F&F Go Mobile Plus BYO Plans which are connected to any of the following plans, including:

- All other Go Mobile Plus Plans;
- Go Mobile Swap Plans;
- Go Mobile Data Plus Plans
- Go Mobile Data Plans;
- Go Mobile Plans;
- Go Mobile BYO Plans;
- Go Mobile Casual Plans;
  
- Data Share SIM plans
  
- Mobile Accelerate Data Share Plans; and
- Everyday Connect Data Share Plans,

#### **(Eligible Services).**

8.25 The combined mobile data allowance of all Eligible Services on your account is your **'Shared Monthly Mobile Data Allowance'**.

8.26 You acknowledge and agree that any user of an Eligible Service (**Eligible Service User**) is able to make certain changes to your account that may affect your F&F Go Mobile Plus Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.

#### **Extra Data**

8.27 If you use more than your Shared Monthly Mobile Data Allowance, we will automatically add extra data to your Shared Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) (**Extra Data**).

8.28 Extra Data will be automatically added to the Eligible Service that first uses data in excess of the Shared Monthly Mobile Data Allowance and can be shared amongst Eligible Services on your account.

8.29 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.

8.30 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each

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billing month.

8.31 When calculating mobile data volumes:

- (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Data Share SIM Plan

1.1 If you have a F&F Go Mobile Plus BYO Plan you have the option to add a month-to-month Data Share SIM Plan to your account:

|  |   |
|--|---|
| Data Share SIM Plan (data only)  | \$5/mth   |
| Mobile Data  | 100MB data included but you can access your Share Monthly Mobile Data Allowance |
| All for use in Australia. Extra Data \$10/GB automatically added to use in that month. |   |

8.32 You can purchase up to a total of five Data Share SIM Plans per service. We may set a maximum limit on the number of Data Share SIM Plans of a particular value per account from time to time. For more information refer to the [Data Share SIM Plan Critical Information Summary](#).

8.33 You may buy an eligible device on a DPC to use with your Data Share SIM Plan. The DPC terms and conditions are set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

8.34 Extra Data is applied to Data Share SIM Plan that uses data in excess of the Shared Monthly Mobile Data Allowance.

8.35 The Data Share SIM Plans are casual plans and you can cancel them at any time. If you have a DPC attached to either plan you will need to repay the balance of any outstanding device payments.

#### FairPlay Policy

8.36 Our FairPlay Policy (set out in the [General Terms for Consumer Customers](#)) applies to your F&F Go Mobile Plus Plan.

#### Changing your plan or your minimum monthly spend

8.37 If we allow you to change your original minimum monthly spend or move to another F&F Go Plus BYO Plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if the plans are still available for recontracting.

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| Change   | Consequence  |
|--|--|
| If you move to a F&F Go Mobile Plus BYO Plan with a lower minimum monthly charge (i.e. \$79 Plan to \$59 Plan)   | You must restart your minimum term, pay the balance of any DPC, and pay an early termination charge.   |
| If you move to a F&F Go Mobile Plus BYO Plans with a higher minimum monthly charge (i.e. \$59 Plan to \$79 Plan) | <p>If you transfer your existing DPC onto a F&amp;F Go Plus BYO Plan of a higher value, you will not need to restart your minimum term and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable).</p> <p>If you take up a new eligible handset on a DPC with your new F&amp;F Go Plus BYO Plan, you will need to restart your minimum term, pay the balance of any existing DPC, and you will also need to pay an early termination charge.</p> |
| If you move from a F&F Go Plus BYO Plan to a Go Mobile Plus Plan with a DPC with a higher minimum monthly charge | <p>If you transfer your existing DPC onto a Go Mobile Plus Plan of a higher value, you will not need to restart your minimum term and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable).</p> <p>If you take up a new eligible handset on a DPC with your new Go Mobile Plus Plan, you will need to restart your minimum term, pay the balance of any existing DPC, and you will also need to pay an early termination charge.</p>           |
| If you move from a F&F Go Mobile Plus BYO Plan to a Go Mobile Plus BYO Plan                                      | You must restart your minimum term. You must pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you must pay an early termination charge.  |
| If you move from a F&F Go Mobile Plus BYO Plan to another Telstra plan or Telstra offer                          | You must restart your minimum term. You must pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you must pay an early termination charge.  |

**Early termination charges**

- 8.38 If, at any time before the end of the 24-month term of your F&F Go Mobile Plus BYO Plan (**Minimum Term**):
- (a) you cancel your F&F Go Mobile Plus BYO Plan (other than as a result of our

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material breach);

- (b) we cancel your F&F Go Mobile Plus BYO Plan in accordance the [General Terms for Consumer Customers](#); or
- (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge (“ETC”) and any costs incurred up to the point of cancellation.

- 8.39 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of [Part B of the Telstra Mobile Section of Our Customer Terms](#).
- 8.40 The ETC decreases over the Minimum Term. The maximum ETC for each F&F Go Mobile Plus BYO Plan is set out in the tables below. Please contact us for the amount of ETC payable.

| Family and Friends Go Mobile Plus | Maximum ETC (24 month term) |
|-----------------------------------|-----------------------------|
| \$59 Plan                         | \$708                       |
| \$79 Plan                         | \$948                       |

- 8.41 If you have taken up a DPC, any Device Plan Credit you were receiving will end when your F&F Go Mobile Plus BYO Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

**At the end of your minimum term**

- 8.42 At the end of your minimum term your service will remain on your chosen F&F Go Mobile Plus BYO Plan, and if you have a DPC, you will no longer be entitled to the Device Plan Credit. You cannot move to another F&F Go Mobile Plus BYO Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 8.43 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

**Electronic Billing and Payment**

- 8.44 Your F&F Go Plus BYO Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 8.45 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a

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Braille or Large Print Bill;

- (c) Australian Government Health Care Card Holder customers; and
- (d) customers who do not have an email address or internet access.

8.46 **Paperless Bill:** You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the [General Terms for Consumer Customers section of Our Customer Terms](#).

8.47 **Electronic Payment:** You may pay your bill via Direct Debit, BPAY, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.)

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**9 Mobile Bonus Options and Network Bonus Options**

9.1 Your mobile plan may allow you to select one of the Mobile Bonus Options and/or one of the Network Bonus Options set out below until they are withdrawn by us with prior notice to you.

9.2 The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones (except where the customer has selected Per Second Saver, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) (where the customer has selected 18c for 5 minutes), Memo, Operator Assisted calls, PocketNews and all data calls such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk; and GPRS.

| Bonus Option         | Description  |
|----------------------|--|
| Mobile Bonus Options |  |
| FreeChat*            | The first 15 minutes of each voice call to another Telstra mobile number in Australia between 9:00 pm and 5:00 am each day are free. After the first 15 minutes, standard off peak rates apply.                            |
| FlatChat Extra*      | You will be charged 22 cents (GST incl.) for every ten-minute block (or part thereof) of voice calls to another Telstra mobile number made midnight Friday to midnight Sunday and from 8:00pm to 7:00 am Monday to Friday. |



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| Bonus Option  | Description  |  |                  |                                   |                 |
|---|--|--|------------------|-----------------------------------|-----------------|
| Free24/7*   | <p>The first three minutes of voice calls to one chosen fixed line or Telstra mobile number in Australia are free, after which standard charges apply.</p> <p>Charges for “Free24/7” are set out below</p> <table> <tr> <td>Initial set up fee to select Free24/7 number</td> <td>\$3.00 GST incl.</td> </tr> <tr> <td>Fee to change the Free24/7 number</td> <td>\$3.00 GST incl</td> </tr> </table>  | Initial set up fee to select Free24/7 number | \$3.00 GST incl. | Fee to change the Free24/7 number | \$3.00 GST incl |
| Initial set up fee to select Free24/7 number  | \$3.00 GST incl.   |  |                  |                                   |                 |
| Fee to change the Free24/7 number   | \$3.00 GST incl  |  |                  |                                   |                 |
| <p>18 cents for 5 minutes*</p> <p>Only available if you connect or recontract to an eligible plan or more4you Member Plan after 7 November 2002. We will give you prior notice if we do this.</p> | <p>18 cents for the first 5 minutes of each voice call (or part thereof) from your eligible Telstra mobile service to any fixed or mobile phone in Australia between 8:00pm and 7:00am Monday to Saturday and all day Sunday. After the first 5 minutes standard call rates apply.</p> <p>When this bonus option ends, we may choose another of our Mobile Bonus Options to replace it. You can choose another bonus option by contacting us or a participating Telstra dealer.</p> <p>Some voice calls are excluded such as calls to numbers starting with ‘19’ or ‘12’, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, Memo and PocketNews. All data calls such as SMS and BigPond Mobile Services (previously known as Telstra Active or WAP) are excluded from this Mobile Bonus Option.</p> |  |                  |                                   |                 |
| Network Bonus Options   |  |  |                  |                                   |                 |
| Off-Peak Saver*   | You will be charged half of the applicable call rate for all voice calls made between 8:00pm to 7:00am Monday to Saturday and all day Sunday. The applicable call charges are set out in the table for your pricing plan.  |  |                  |                                   |                 |
| Per Second Saver*   | You will be charged for all voice calls on a per second basis. The applicable call charges are set out in the table for your pricing plan.   |  |                  |                                   |                 |

9.3 Our FairPlay policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to the Mobile Bonus Options. The call charges applicable to your Bonus Option will prevail over the charges set out in your pricing plan.

9.4 You are entitled to one free change of your chosen Mobile and Network Bonus Options

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in each 30-day period. Any change made by you within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.

- 9.5 If you do not select “FreeChat” or “Free24/7”, you will automatically receive the “FlatChat Extra” Mobile Bonus Option. If you do not choose Per Second Saver, you will automatically receive the “Off-Peak Saver” Network Bonus Option.

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## 10 Work Hotline/Work Group

### Work Group

- 10.1 From 15 May 2002, if you connect (or are already connected) to a more4business member plan on our networks, you will be eligible to choose the ‘Work Group’ business option.
- 10.2 If you choose the Work Group business option, you will be required to dial a Work Group set-up number and choose three phone numbers as your Work Group numbers. Work Group numbers may include Telstra mobile numbers and/or fixed line numbers with any carrier. They may not include premium content and information services, certain special number types including 0500, 12,1800, 13,1300, 19 and 1900 numbers, and numbers resulting in a call to a BigPond Mobile Services (previously known as Telstra Active or WAP) or an international call, emergency calls, international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, BigPond Mobile Services, MMS, Push To Talk and GPRS ).

### Work Hotline

- 10.3 If you chose the Work Hotline option when you connected to a Business Rate Plan between 19 September 2001 and 14 May 2002 and you maintained that business option as at 14 May 2002, you will continue to be able to use Work Hotline after that date until we notify you otherwise (we will give you reasonable prior notice before withdrawing Work Hotline from your service).

### Changing your numbers

- 10.4 You may change your Work Hotline/Work Group numbers at any time by telling us and paying a charge, as set out below.

### Not available with other offers

- 10.5 Work Hotline/Work Group are not available in conjunction with any other business option.

### FairPlay Policy

- 10.6 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to your use of Work Hotline/Work Group.

### Charges

- 10.7 We charge you the following for Work Hotline and Work Group:

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| Work Hotline/Work Group   | GST excl. | GST incl. |
|---|-----------|-----------|
| Initial set up fee to choose Work Hotline/Work Group number                               | \$2.727   | \$3.00    |
| Fee to change the Work Hotline/Work Group number  | \$2.727   | \$3.00    |
| Call Charges for voice calls from your mobile service to a Work Hotline/Work Group number |           |           |
| On connection   | 16.3636¢  | 17.9999¢  |
| Call Charge for the first 5 minutes of the call.  | 20¢       | 22¢       |
| After the first 5 minutes standard mobile voice rates apply                               |           |           |

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**11 Phone Repayment Option**

- 11.1 The Phone Repayment Option was available to approved customers connecting to the eligible plans between 23 January 2002 and 31 July 2002. It offered customers credit to put towards the cost of a handset.
- 11.2 If you chose the Phone Repayment Option, you must repay the credit to us in monthly instalments over the Phone Repayment Option term. Any monthly bonus you receive under your pricing plan will be applied towards your monthly credit repayments.
- 11.3 If the monthly bonus under your plan is less than the monthly credit repayment, you must pay us the difference between those amounts each month.
- 11.4 If the monthly bonus under your plan is higher than the monthly credit repayments, the difference between those amounts appears as a credit on your bill.
- 11.5 If your plan is cancelled before the end of the Phone Repayment Option term, you must repay to us the balance of any outstanding credit.

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**12 Mobile Phone Bonus**

- 12.1 The Mobile Phone Bonus applied to more4you and more4business member customers and communic8 subscriber customers who connected between 18 January 2003 and 6 May 2003 and took up a MRO Plus offer.
- 12.2 The Mobile Phone Bonus is an additional monthly credit equal to the monthly bonus payable on the applicable pricing plan for the MRO Plus term. The credit applies per service and is calculated as set out below.

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| Mobile Phone Bonus – calculation of credit |                    |
|--|--------------------|
| Plan Type                                  | Mobile Phone Bonus |
| more4you 60                                | \$10               |
| more4you 80                                | \$15               |
| more4you 100                               | \$17.50            |
| more4you 150                               | \$20               |
| more4business 70                           | \$15               |
| more4business 100                          | \$20               |
| more4business 150                          | \$25               |
| more4business 250                          | \$30               |
| more4business 350                          | \$35               |
| more4business 500                          | \$40               |
| communic8 SMS Plan 60                      | \$10               |
| communic8 Call Plan 60                     | \$10               |
| communic8 Call Plan 80                     | \$15               |
| communic8 Call Plan 100                    | \$17.50            |
| communic8 Call Plan 150                    | \$20               |

- 12.3 The credit is not transferable or redeemable for cash. The credit does not roll over each month.
- 12.4 If you committed to a 24 month MRO Plus term, you must renew your member or subscriber plan for another consecutive 12-month period to continue to receive both your monthly bonus and the Mobile Phone Bonus. If you do not renew your member or subscriber plan after the initial 12-month term, your contract will automatically transfer to an equivalent casual plan for the remainder of your MRO Plus term. Also, you will only receive the Mobile Phone Bonus.
- 12.5 The Mobile Phone Bonus is not compatible with any other offer.

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- 12.6 We may withdraw the Mobile Phone Bonus at any time if you do not remain connected to the member plan (or equivalent casual plan as outlined above) with the same or higher monthly spend for your MRO Plus term.

## 13 EasyPlan Bonus Options

- 13.1 These bonus options are not available to new connections after 23 January 2002.
- 13.2 Your pricing plan may allow you to choose one EasyPlan Bonus Option. The EasyPlan Bonus Options are described below.
- 13.3 The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP, MMS, Push To Talk, GPRS and Telstra Active).

| Bonus Option  | Description  |                      |           |                      |           |                              |           |
|---|--|----------------------|-----------|----------------------|-----------|------------------------------|-----------|
| FreeChat  | The first fifteen minutes of each voice call to another Telstra mobile number in Australia between 9:00 pm and 5:00 am each day are free. After 15 minutes, normal off peak rates apply. |                      |           |                      |           |                              |           |
| FlatChat  | Voice Calls to another Telstra mobile number made from midnight Friday to midnight Sunday are 22 cents (GST incl.) for every 10-minute block (or part thereof).                          |                      |           |                      |           |                              |           |
| MobileNet to MobileNet  | You will be charged to voice call rates set out below for calls to Telstra mobile numbers.   |                      |           |                      |           |                              |           |
|   |  | Flexi-Plan 10 and 15 |           | Flexi-Plan 20 and 30 |           | Other eligible pricing plans |           |
|   |  | GST excl.            | GST incl. | GST excl.            | GST incl. | GST excl.                    | GST incl. |
| Peak Period call charges to a Telstra mobile number (7.00am-8.00pm Mon-Fri) |  |                      |           |                      |           |                              |           |
|   | On connection  | 22.727¢              | 24.9999¢  | 22.727¢              | 24.9999¢  | 22.727¢                      | 24.9999¢  |
|   | Each second  | 1.6666¢              | 1.8333¢   | 1¢                   | 1.1¢      | 0.5¢                         | 0.55¢     |

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| Bonus Option  | Description   |         |          |         |          |         |          |
|---|---------------|---------|----------|---------|----------|---------|----------|
| Off Peak Period Call Charges to a Telstra mobile number (All Other Times) |               |         |          |         |          |         |          |
|   | On connection | 22.727¢ | 24.9999¢ | 22.727¢ | 24.9999¢ | 22.727¢ | 24.9999¢ |
|   | Each second   | 0.0833¢ | 0.0916¢  | 0.0833¢ | 0.0916¢  | 0.0833¢ | 0.0916¢  |

- 13.4 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to the EasyPlan bonus options. The call charges applicable to your selected Bonus Option will prevail over the charges set out under your pricing plan.
- 13.5 If you do not choose a Bonus Option, you will be deemed to have selected the “MobileNet to MobileNet” bonus option, unless you are connected to the Flat Rate 12, 18, 24, 32 or 50 Flexi-Plans. If you do not choose a Bonus Option and are connected to the Flat Rate 12, 18, 24, 32 or 50 Flexi-Plans, you will automatically receive the EasyPlan “FlatChat” Bonus Option.
- 13.6 You are entitled to one free change of your selected EasyPlan Bonus Option in each 30-day period. Any change made by you within 30 days of your previous change will incur an \$11.00 fee.

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**14 Hotline Number**

**What is a Hotline Number?**

- 14.1 If you are connected under the BYO Saver, Mobiles Option or Gold BYO Saver Flexi-Plan, you are also eligible to choose a “Hotline Number”. You may choose one Telstra fixed line number or one Telstra mobile number as your Hotline Number. Calls from your mobile service to the nominated Hotline Number will be charged at special rates.
- 14.2 You cannot select certain types of numbers as your Hotline Number including premium content and information services and calls to numbers beginning with 0500, 12,1800, 13, 1300 and 1900 numbers, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews, all data calls such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk and GPRS.

**Charges**

- 14.3 We charge you the following for Hotline Number:

|                        |           |           |
|------------------------|-----------|-----------|
| Hotline Number Charges | GST excl. | GST incl. |
|------------------------|-----------|-----------|

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|  |        |        |
|--|--------|--------|
| Call connection fee for voice calls to Hotline Number  | 20¢    | 22¢    |
| Charges for voice calls to Hotline Number (per 10 minutes, or incomplete part of 10 minutes) | 20¢    | 22¢    |
| Charge to set up/change Hotline Number - a maximum of 12 changes permitted per year          | \$2.00 | \$2.20 |

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**15 Recommend a Friend**

- 15.1 The Recommend a Friend offer enabled certain eligible mobile customers (**recommender**) to assist one friend (**friend**) to connect to our networks under a new more4you member plan.
- 15.2 If the friend connected to such a plan and activated the Recommend a Friend offer before 30 June 2003, we will provide both the recommender and the friend with \$20 worth of bonus voice calls to each other each month. The bonus voice calls will be provided for up to 12 months from the date the friend connected their service.
- 15.3 The bonus calls end if they are not used in a particular month. Bonus calls are applied before any included call allowance. Any eligible bonus options will be applied to the call before the call is included in the bonus call limit. The Free 24/7 and Hotline Bonus Options are not available with the Recommend a Friend offer. Bonus calls are not included in aggregate monthly call spend and do not entitle you to reducing call rates. Bonus calls exclude international calls, directory assistance calls to 1223 and calls to or connections made using Call Connect or 1234.
- 15.4 We will immediately withdraw bonus calls without first telling you if either the recommender or the friend:
  - (a) disconnects their mobile service;
  - (b) ports their mobile phone number to another phone company;
  - (c) transfers ownership of their mobile service; or
  - (d) moves to a pricing plan which is ineligible for this offer.

We will write to the recommender and the friend to tell them that the bonus calls have been withdrawn. For privacy reasons, we cannot disclose to either party details of the change to the other party's service.

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**16 MMS Phone Credit Offer**

- 16.1 The MMS Phone Credit offer was available until 6 May 2003. If you connected under

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this offer, we will provide each of the eligible more4you Member Plans with a monthly credit for up to 24 months.

| more4you member plan | Monthly Bonus | MMS Phone Credit | = \$15 + (b)<br>Monthly repayments for 24 months comprising:<br><ul style="list-style-type: none"> <li>• MMS Phone Credit; and</li> <li>• \$15 of Monthly Bonus</li> </ul> | = (a) – \$15<br>Remainder of Monthly Bonus |
|----------------------|---------------|------------------|--|--|
| more4you 80          | \$15          | \$26.62          | \$41.62  | \$0  |
| more4you 100         | \$17.50       | \$26.62          | \$41.62  | \$2.50                                     |
| more4you 150         | \$20          | \$26.62          | \$41.62  | \$5  |

- 16.2 The credit can only be used to repay the Mobile Repayment Amount. It is not transferable or redeemable for cash. It may not be used to offset charges under a more4you member plan.
- 16.3 To continue receiving the MMS Phone Credit, you must remain connected for 24 months under:
  - (a) the original eligible more4you member plan; and
  - (b) at the end of the original eligible more4you member plan, another more4you plan that has an equal or higher monthly spend.
- 16.4 If you move to a more4you casual plan when your member plan ends, you will lose your monthly bonus. You will also have to pay the difference between the Mobile Repayment Option (MRO) monthly instalments and the monthly MMS Phone Credit (amounting to \$15 a month) until the Mobile Repayment Amount is fully repaid at the end of the 24 month period.
- 16.5 If you cancel your mobile service or Mobile Repayment Option or move to a non-more4you plan or a plan with a lower monthly spend, you will lose the MMS Phone Credit. You may also be required to pay fees for early termination of your MRO and pricing plan.
- 16.6 The MMS Phone Credit Offer is not available in conjunction with any other Telstra offer (for example, the Mobile Phone Bonus).



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#### 17 Special Devices Offer

##### For Selected Telstra Enterprise & Government Customers

- 17.1 If you are a selected Telstra Enterprise & Government customer, we may invite you to purchase outright certain selected devices which are programmed to operate only on Telstra's Mobile Network (**Locked Devices**).
- 17.2 If you wish to use Locked Devices with a non Telstra SIM card, we will charge a network unlocking fee (**Network Unlocking Fee**).
- 17.3 The amount of the network unlocking fee is set out in the Terms and Conditions attached to your Mobile Services & Equipment Order Form.

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#### 18 Credit Me2U service

##### Not available from 13 October 2020

- 18.1 The Credit Me2U service allows you to use your Telstra Post-Paid mobile service to transfer credit from your Telstra Post-Paid mobile service to a Telstra Pre-Paid service.
- 18.2 You can:
- (a) from time to time transfer \$5, \$8, \$10 or \$15 from your Telstra Post-Paid mobile service to a Telstra Pre-Paid service using the Credit Me2U service. In addition to the amounts that can be transferred under section 20.2 (b) a maximum of \$100 can be transferred from your Telstra Post-Paid mobile service using the Credit Me2U service in any month under this section.
  - (b) schedule a monthly recurring transfer, up to a maximum of \$1,000 each month, of \$20, \$30, \$50, \$60 or \$100 from your Telstra Post-Paid mobile service to a one or more Telstra Pre-Paid services using the Credit Me2U service. A maximum of \$100 per month can be transferred to each Telstra-Pre-Paid service.
  - (c) transfer a maximum of \$400 from your Telstra Post-Paid mobile service using the Credit Me2U service in any month under section 20.2(a) and 20.2(b).
- 18.3 Credit transferred from your Telstra Post-Paid mobile service will be an additional charge on your Telstra Post-Paid mobile bill or Single Bill (included calls and any other allowances in your Telstra Post-Paid mobile service cannot be transferred using Credit Me2U).
- 18.4 We charge you 25¢ (incl GST) for each successful credit transfer you make using the Credit Me2U feature.
- 18.5 You can use the Credit Me2U by dialling #100# from your Telstra Post-Paid mobile.
- 18.6 Before a credit amount is transferred under section 18.2(a), from your Telstra Post-Paid mobile service to a Telstra Pre-Paid service we will ask you to authorise the transaction. Once you have authorised the transaction, the credit transfer will proceed and cannot be reversed.
- 18.7 We will ask you to authorise the scheduling of the monthly recurring transfer of credit

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under section 18.2(a). Once you have authorised the scheduling, we will not ask you to authorise each monthly transfer. Each month, on the anniversary of the first scheduled transfer of credit, the recurring transfer of credit will occur, until you cancel the scheduled recurring transfer of credit or your Telstra Post-Paid mobile service has been suspended or disconnected (including if your service is temporarily disconnected).

- 18.8 You can cancel the scheduled monthly recurring transfer of credit using the menu on your phone. The cancellation will occur immediately.
- 18.9 When the credit has been transferred, the Telstra Pre-Paid service to which the credit has been transferred, will be notified of the amount transferred, their new credit expiry date and the mobile number that requested the transfer credit.
- 18.10 You cannot transfer credit from your Telstra Post-Paid mobile service using the Credit Me2U service if your Telstra Post-Paid mobile service has been suspended or disconnected (including if your service is temporarily disconnected).

Credit will expire according to the terms of the Telstra Pre-Paid service to which the credit has been transferred.

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## 19 Telstra Mobile Broadband Half Price Access Offer

- 19.1 From 14 February 2008 until 5 September 2008, if you have an ABN, ACN or ARBN, you will receive half price access on eligible Next G Telstra Mobile Broadband data packs each month:
- (a) for the first six months, if you connect to a new Next G Telstra Mobile Broadband \$59, \$89 or \$119 data pack for 24 months and either have one existing or connect one new at the same time as connecting to your data pack, Telstra service from the following categories (with the same legal lessee or account holder name as your data pack):
    - (i) a Telstra fixed line service on one of the following plans: HomeLine Complete, HomeLine Plus, HomeLine Advanced; HomeLine Reach, HomeLine Together or HomeLine Ultimate, or any Telstra Business fixed line service or a Telstra Enterprise and Government fixed voice service;
    - (ii) a mobile service on any Telstra business mobile voice plan, Telstra Corporate Plan or Telstra Government Plan Plus;
    - (iii) a BigPond ADSL, Cable or Satellite broadband service; or
    - (iv) a Telstra data service specified in the Data Services section of the Business and Government section Our Customer Terms at [http://www.telstra.com.au/customerterms/bus\\_data.htm](http://www.telstra.com.au/customerterms/bus_data.htm),(each an **Eligible Service**); or
  - (b) for the first twelve months, if you connect to a new Next G Telstra Mobile Broadband \$89 or \$119 data pack for 24 months and have two or more existing, or connect two or more new at the same time as connecting to your data pack, different Eligible Services (all with the same legal lessee or account holder name

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as your data pack).

- 19.2 All access discounts will be provided in the form of a bill credit equal to half your monthly access fee.
- 19.3 If any of the Eligible Services are cancelled during the data pack term, you will no longer be eligible to receive any remaining access discounts.
- 19.4 If, during the first 6 or 12 months of your data pack term (as applicable) you:
  - (a) move to another data pack with a higher monthly spend, your access discounts will remain unchanged and will continue to be applied each month for the remainder of the 6 or 12 months (as applicable); or
  - (b) move to an ineligible data pack or to a data pack with a lower monthly spend than the data pack you originally connected to, you will no longer be eligible to receive any remaining access discounts.
- 19.5 This offer is not available with any other Telstra offer unless specified by us.
- 19.6 The standard terms and conditions of the data packs and Eligible Services under this offer apply in addition to these offer terms (including usage fees and charges, excessive usage and early termination charges).

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**20 “It’s Just Better with Telstra” Rewards Offer**

- 20.1 From 15 October 2007 until 30 June 2008 if you are a consumer customer and:
  - (a) connect to a Phone Plan or Get Connected Phone Plan (**Eligible Mobile**) with a new included Next G handset (**Original Handset**) for 36 months (**Term**); and
  - (b) have between 2 and 4 services each from the following Telstra service categories, all with the same legal lessee or account holder name as the Eligible Mobile, and maintain these for the Term (each an **Eligible Service**):
    - (i) a fixed phone service on any HomeLine plan;
    - (ii) a BigPond ADSL, Cable or Satellite broadband service on any plan;
    - (iii) a BigPond wireless broadband service on a G Fast or Super G Fast plan; or
    - (iv) a FOXTEL from Telstra service on any plan,
 (each a **Service Category**),

you will be eligible to receive at least one free Next G handset (**Free Handset**) as follows:

| Number of Eligible Services (in addition to Eligible Mobile) | Review period and number of Free Handsets   |
|--|---|
| 2 or 3   | If at month 18 of the Term you continue to have all your Eligible Mobile and Eligible Services, |

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|           |   |
|-----------|---|
|           | you will receive 1 Free Handset in month 19 of the Term.  |
| 4 or more | <p>If at month 12 of the Term you continue to have all your Eligible Mobile and Eligible Services, you will receive 1 Free Handset in month 13 of the Term</p> <p>AND</p> <p>If at month 24 of the Term you continue to have all your Eligible Mobile and Eligible Services, you will receive 1 Free Handset in month 25 of the Term.</p> |

- 20.2 Only one Eligible Service per Service Category is eligible. You are responsible for ensuring that you have the necessary number of Eligible Services and that all of these are in the same legal lessee or account holder name as your Eligible Mobile for the Term.
- 20.3 You will be able to choose a Free Handset from a selected range (as determined by us from time to time), which will be of comparable value to that of the Original Handset as at the time you first connected the Eligible Mobile.
- 20.4 You may move your Eligible Mobile or any of your Eligible Services to a higher spend level during the Term, although the Free Handset will continue to be based on the value of the Original Handset.
- 20.5 You may move any of your Eligible Services to a lower spend level during the Term without affecting your eligibility.
- 20.6 If during the Term you:
  - (a) move to a lower spend Eligible Mobile, non-consumer mobile plan or a pre-paid mobile service;
  - (b) make any other changes to your Eligible Mobile or any of your Eligible Services that require recontracting (except as provided in clause 20.4); or
  - (c) cancel your Eligible Mobile or any Eligible Services,
 you will no longer be eligible for the Offer and not receive any Free Handsets from that time.
- 20.7 The Offer is compatible with all other Telstra offers unless we state otherwise.

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**21 Telstra Mobile Broadband Migration Offer**

**What is the Telstra Mobile Broadband Migration Offer?**

- 21.1 If you:

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- (a) are connected to an Existing Plan; and
- (b) migrate your Existing Plan to a Migration Plan between 11 July 2007 and 28 January 2008 or such other date as notified by us,

we will:

- (a) waive the early termination charges on your Existing Plan (if any); and
- (c) provide you with a free Next G Device.

21.2 **Eligible CDMA Device** means any of the following devices:

- (a) Sierra Wireless AirCard 580 1xEVDO PCMCIA card;
- (b) Maxon MaXcard+ MM5500C 1xEVDO PCMCIA card;
- (c) Maxon MiniMax MM5500U 1xEVDO USB modem; and
- (d) Kyocera KPC 650 1xEVDO PCMCIA card.

21.3 **Existing Plan** means any Telstra CDMA 1x or 1xEV-DO wireless data plan, including any Telstra Mobile Broadband 1xEV-DO plan, but not any Bigpond wireless data plan.

21.4 **Next G Device** means:

- (a) Telstra Next G Turbo Card;
- (b) Telstra Next G Turbo Modem;
- (c) Telstra Next G Turbo Express Card; or
- (d) any other eligible Next G network device that your Telstra representative notifies you is available to you with the Migration Offer from time to time.

#### **Term of Migration Plan**

21.5 The contract term of your Migration Plan will vary depending on the type of contract you have for your Existing Plan and length of time remaining on the contract for your Existing Plan at the date you wish to migrate your service by terminating your Existing Plan and connecting to an Eligible Next G Plan (the **Migration Date**).

21.6 If you are a PAYG customer, a casual customer or have less than 4 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan on a month to month basis.

21.7 If you have greater than 4 months but less than 8 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 4 months.

21.8 If you have greater than 8 months but less than 12 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 8 months.

21.9 If you have greater than 12 months remaining on your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 12 months.

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#### Migration Plans

- 21.10 The Migration Plan we migrate you to will have an equivalent or better:
- (a) monthly service fee;
  - (b) included monthly kilobytes for eligible data usage or included hours for eligible data usage (as the case may be);
  - (c) fee for eligible data usage exceeding the monthly included kilobytes or monthly included hours (as the case may be); and
  - (d) equivalent Early Termination Charge (**ETC**)
- compared to your Existing Plan.
- 21.11 We will determine which Migration Plan to connect you to at our sole discretion.
- 21.12 For the purposes of this Telstra Mobile Broadband Migration Offer section, in market Telstra Mobile Broadband Data Pack Plans set out in [Part G of the Telstra Mobile section](#) of Our Customer Terms are deemed to be Migration Plans.

#### Migration Plan Pack Charges (General)

- 21.13 You must pay us:
- (a) the monthly service/access fee for the Migration Plan; and
  - (b) any usage fees and charges as set out in [Our Customer Terms](#)

#### Migration Plan Data Packs (General)

- 21.14 The default APN for Data Packs is the Telstra.datapack APN (for the \$49, \$64.95, \$74.95, \$79, \$99, \$149 Data Packs) and Telstra.internet and Telstra.wap APNs (for the \$5, \$10 and \$29 Data Packs). On the Telstra.datapack APN, you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet and Telstra.wap APNs you will not be logged out due to data transmission inactivity.
- 21.15 Use of APNs other than Telstra.datapack, Telstra.internet and Telstra.wap APNs for the specified Data Packs will not form part of the monthly included kilobyte allowance specified in the Data Pack charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.
- 21.16 Data Packs include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 21.17 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 21.18 You may use the monthly kilobytes included in your Data Pack to access data over our mobile network.
- 21.19 Your Data Pack connection includes connection to the Telstra Data Default Voice Plan. You may also choose to connect and stay connected to an eligible Telstra post-paid

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mobile voice plan.

21.20 If you have a Data Pack and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

21.21 Data Packs are not compatible with any Telstra Mobile group offer.

#### Migration Plan Data Pack charges

21.22 We charge you the following charges for using the Telstra Mobile Broadband service on a Migration Plan Data Pack:

| Data Pack  | \$5      |          | \$5      |          | \$10     |          | \$29     |          | \$29     |          |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|  | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl |
| Monthly Service Fee  | \$4.55   | \$5.00   | \$4.55   | \$5.00   | \$9.09   | \$10.00  | \$26.36  | \$29.00  | \$26.36  | \$29.00  |
| Monthly included kilobytes for eligible data use   | 1MB      |          | 2MB      |          | 5MB      |          | 30MB     |          | 70MB     |          |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 45.5¢    | 50¢      | 22.73¢   | 25¢      | 18.2¢    | 20¢      | 9.09¢    | 10¢      | 18.2¢    | 20¢      |

|           |      |         |         |      |      |
|-----------|------|---------|---------|------|------|
| Data Pack | \$49 | \$64.95 | \$74.95 | \$79 | \$79 |
|-----------|------|---------|---------|------|------|

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|  | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Monthly Service Fee  | \$44.54     | \$49.00     | \$59.04     | \$64.95     | \$68.14     | \$74.95     | \$71.82     | \$79.00     | \$71.82     | \$79.00     |
| Monthly included kilobytes for eligible data use   | 200MB       |             | 250MB       |             | 500MB       |             | 250MB       |             | 400MB       |             |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 2.273¢      | 2.5¢        | 4.55¢       | 5¢          | 4.55¢       | 5¢          | 2.73¢       | 3¢          | 1.82¢       | 2¢          |

| Data Pack                      | \$79        |             | \$99        |             | \$99        |             | \$99        |             | \$99        |             |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl |
| Monthly Service Fee            | \$71.82     | \$79.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     |
| Monthly included kilobytes for | 500MB       |             | 500MB       |             | 750MB       |             | 1000MB      |             | 1000MB      |             |



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|  |       |    |       |    |       |    |       |    |       |    |  |
|--|-------|----|-------|----|-------|----|-------|----|-------|----|--|
| eligible data use  |       |    |       |    |       |    |       |    |       |    |  |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 1.82¢ | 2¢ | 1.82¢ | 2¢ | 0.91¢ | 1¢ | 0.91¢ | 1¢ | 1.82¢ | 2¢ |  |

|  |          |          |          |          |
|--|----------|----------|----------|----------|
| Data Pack  | \$149    |          | \$149    |          |
|  | GST excl | GST incl | GST excl | GST incl |
| Monthly Service Fee  | \$135.45 | \$149.00 | \$135.45 | \$149.00 |
| Monthly included kilobytes for eligible data use   | 1500MB   |          | 2000MB   |          |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 0.91¢    | 1¢       | 2.21¢    | 2.4¢     |

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB). Charges for excess eligible data usage are calculated per kilobyte

21.23 If you are migrated to an in market Telstra Mobile Broadband - Next G Data Pack Plan, the pricing for these plans is set out in Section G of the Telstra Mobile Section of Our

**Part C – Special Promotions and Mobile Value Added Services**

Customer Terms. Please note that the Telstra Mobile Broadband - Next G Data Pack Plan Charges section for customers contracted on or after 22 February 2007 in Section G of the Telstra Mobile Section of Our Customer Terms is the only section of the Telstra Mobile Broadband - Next G section of Our Customer Terms that applies to you.

**Migration Plan PC Packs (General)**

- 21.24 The default APN for PC Packs is the Telstra.pcpack APN. On the Telstra.pcpack APN you are automatically logged out of your session after 15 minutes of data transmission inactivity.
- 21.25 Use of APNs other than Telstra.pcpack and Telstra.datapack APNs for customers on a PC Pack will not form part of the monthly included hours allowance specified in the PC Pack charging tables below, and will be charged at PAYG rates as specified in the PAYG charging table.
- 21.26 PC Packs include a monthly included hours component (subject to the data limit set out in the our FairPlay Policy) and a special rate for eligible data usage in excess of the monthly included hours. This rate is set out in the charges tables below.
- 21.27 Any unused monthly included hours at the end of each month will not roll over for use in the next month.
- 21.28 Our FairPlay Policy applies to included data usage on PC Packs, in that a kilobyte limit also applies in addition to your included hours each month. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

When calculating data volumes for this purpose:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).
- 21.29 Your PC Pack connection includes connection to the Telstra Data Default Voice Plan. You are ineligible to take up a Telstra post-paid voice plan other than the Telstra Data Default Voice Plan
  - 21.30 You may use the monthly included hours included in your PC Pack to access data over our mobile network, up to the data limit specified in the our FairPlay Policy. The default voice and SMS rates set out in the charging tables above apply.
  - 21.31 Account level discounts do not apply to PC Packs.
  - 21.32 PC Packs are not compatible with any Telstra Mobile group offer.

**Migration Plan PC Pack charges**

21.33 We charge you the following charges for using the Telstra Mobile Broadband service on a Migration Plan PC Pack:

|         |      |      |      |       |
|---------|------|------|------|-------|
| PC Pack | \$29 | \$49 | \$99 | \$149 |
|---------|------|------|------|-------|

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|   | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Monthly service fee   | \$26.36     | \$29.00     | \$44.55     | \$49.00     | \$90.00     | \$99.00     | \$135.45    | \$149.00    |
| Monthly included hours for eligible data usage (subject to our Telstra's FairPlay Policy)                 | 10 hours    |             | 20 hours    |             | 50 hours    |             | 100 hours   |             |
| Fee for eligible data usage exceeding the monthly included hours (charge per 5-min block or part thereof) | 73¢         | 80¢         | 54¢         | 60¢         | 45¢         | 50¢         | 45¢         | 50¢         |

When calculating usage time for the purpose of the monthly included hours, usage is calculated in 5 minute blocks so if usage time is less than 5 minutes, it is rounded to 5 minutes. Charges for excess eligible data usage are calculated per 5 minute block.

| PC Pack  | \$49     |          | \$99     |          |
|--|----------|----------|----------|----------|
|  | GST excl | GST incl | GST excl | GST incl |
| Monthly service fee  | \$44.55  | \$49.00  | \$90.00  | \$99.00  |
| Monthly included hours for eligible data usage (subject to our Telstra's FairPlay Policy)                  | 20 hours |          | 50 hours |          |
| Fee for eligible data usage exceeding the monthly included hours (charge per minute block or part thereof) | 3.7¢     | 4.1¢     | 3.7¢     | 4.1¢     |

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When calculating usage time for the purpose of the monthly included hours, usage is calculated in 1 minute blocks so if usage time is less than 1 minute, it is rounded to 1 minute. Charges for excess eligible data usage are calculated per 1 minute block.

**Pay-As-You-Go (General)**

21.34 If you are a PAYG customer, your PAYG connection includes connection to the Telstra Data Default Voice Plan. You may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. Therefore, if you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below.

21.35 Account level discounts do not apply for access to Telstra Mobile Broadband on a PAYG basis unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term.

**Pay-As-You-Go charges**

21.36 We charge the following charges for the Telstra Mobile Broadband service you use if you are a PAYG customer.

| PAYG  | GST excl. | GST incl. |
|---|-----------|-----------|
| Session fee   | 0¢        | 0¢        |
| For each 1 kilobyte block or part thereof sent or received in a particular session. | 1.365¢    | 1.5¢      |

When calculating data volumes:

- where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

**Telstra Data Default Voice Plan charges**

21.37 Charges for voice calls to an Australia fixed or mobile number on a Telstra Default Voice Plan at all times are as follows:

| Charge                              | GST excl | GST incl |
|-------------------------------------|----------|----------|
| On connection                       | 22.73¢   | 25¢      |
| Per 30 second block or part thereof | 38.6¢    | 42.5¢    |

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Standard charges for text messages (SMS) in Australia apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms

**Cancelling your Migration Plan for customers on a fixed term contract**

21.38 You may terminate your Migration Plan at any time. However, if during your contract term, you terminate your Migration Plan other than as a result of our material breach or we deactivate your Migration Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{ETC Amount for the selected Pack} \times \text{Number of months (or part thereof) remaining in your contract term}}{24}$$

(GST incl)

The ETC Amount is set out in your application form for your Existing Plan

21.39 The ETC payable decreases over the life of the contract term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

21.40 The ETC specified in your application form is in addition to any ETC that may be payable if you cancel your mobile voice plan.

**At the end of your contract term**

21.41 A the end of your contract term, your service will remain on your selected Migration Plan on a month to month basis. If that Migration Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens.

**Network Unlocking Fee**

21.42 Your Next G Device is programmed to operate only on Telstra's Mobile Network. If you wish to use your Next G Device with a non Telstra SIM card we will charge a network unlocking fee. The amount of the network unlocking fee is set out in the Terms and Conditions attached to your Telstra Mobile Broadband on Next G application form.

**General terms applying to your Telstra Mobile Broadband – Next G network service**

**What is Telstra Mobile Broadband?**

21.43 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra Turbo Card and any other device approved by us in connection with the Telstra Mobile Broadband service (**Capable Device**) to access data over Telstra’s Next G/3G/GPRS networks.

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- 21.44 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 21.45 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband 1xEV-DO to Next G Migration Plans section of Our Customer Terms, then this Telstra Mobile Broadband 1xEV-DO to Next G Migration section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

#### **Coverage and handover between networks**

- 21.46 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.

#### **Usage of mobile network and devices**

- 21.47 A Capable Device will access data over Telstra's mobile network.
- 21.48 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at [www.telstra.com](http://www.telstra.com)). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 21.49 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.

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## **22 Special Member Plan offer**

- 22.1 This offer is available to eligible customers who receive an individual notice from us advising them that their existing Telstra post-paid mobile plan will be changed to a monthly Member Plan with one Bonus Option ("Special Member Plan").
- 22.2 We charge you your chosen monthly spend each month. We also charge you for any call charges beyond your included calls and for other services you use.
- 22.3 You may change your chosen monthly spend or terminate your Special Member Plan at any time by telling us.
- 22.4 You are not eligible to receive a Monthly Credit.
- 22.5 Eligible Special Member Plan customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions are set out in [Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms](#).

#### **Bonus Option**

- 22.6 The Bonus Option you receive will be either 20 for 10 Night or Free Text described

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below. You can change your Bonus Option to any of the Bonus Options described below once in each 30 day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.

- 22.7 You may only select the My Hour Bonus Option if you are on a Special Member Plan with a monthly spend of \$20 or above.
- 22.8 The call charges applicable to your Bonus Option will apply instead of the call charges set out in your Special Member Plan.
- 22.9 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to these Bonus Options.
- 22.10 The Bonus Options marked in the table with an **asterisk** do not apply to premium content and information services and to some calls including calls to numbers beginning with 19, 12 or 1800, emergency calls, international and international roaming calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Operator Assisted calls, MessageBank deposits and retrievals, Memo and PocketNews and all data calls (such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk and GPRS).
- 22.11 The Bonus Options marked in the table with a **hash** do not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.

| Bonus Option          | Description   |
|-----------------------|---|
| 20c for 10 min Night* | You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.  |
| Free 24/7*            | You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.<br><br>The fees for this option are set out below.<br><br>Initial set up fee (choice of eligible number) – \$3.00 (GST incl)<br><br>Charge for changes to the chosen Free 24/7 number – \$3.00 (GST incl) |
| Free Text#            | You will receive free of charge the first 200 SMS messages sent from your phone to any Telstra mobile in  |

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| Bonus Option      | Description  |
|-------------------|--|
|                   | <p>Australia between 8pm and 7am each night. You will only be charged 15c to send SMS to Telstra mobiles in Australia and other mobiles on other networks in Australia at all times.</p> <p>If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.</p> <p>Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.</p> <p>Unused free SMS each night are forfeited.</p>   |
| Per Second Saver* | <p>Your voice calls will be charged on a per second basis, as set out in the charges table below. A 27 cent connection fee applies per call.</p>   |
| My Hour*          | <p>You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.</p> <p>After the first 20 minutes, standard call rates apply.</p> <p>A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.</p> <p>Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen “My Hour”.</p> |
| Free 50 Text#     | <p>You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.</p> <p>[If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.</p> <p>Your choice of this option may not take effect for up to 24 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.</p>  |



### Part C – Special Promotions and Mobile Value Added Services

| Bonus Option | Description                    |
|--------------|--------------------------------|
|              | Unused free SMS are forfeited. |

#### Changing your monthly spend

- 22.12 You may change your original monthly spend at any time. If your Special Member Plan is no longer available when you wish to change your monthly spend, you will need to move to any other current plan available at the time.

#### At the end of your monthly contract term

- 22.13 If your Special Member Plan or Bonus Option is no longer available at the end of your monthly contract term, we may roll your service or Bonus Option onto any other current plan or Bonus Option that we reasonably think is comparable. We will tell you before this happens.

#### Charges

- 22.14 We charge you the following call charges. Any unused included calls are forfeited at the end of each month. Included voice calls marked in the table with a **hash** do not include some call types including calls to 1234 service, directory assistance calls to 1223, calls to Call Connect, third party content charges, and international roaming calls.

# Our Customer Terms

## Telstra Mobile Section

### Part C – Special Promotions and Mobile Value Added Services

| Special Member Plans  | 10           |             | 20            |             | 30             |             | 40             |             | 60             |             |
|---|--------------|-------------|---------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
|   | GST excl     | GST Incl    | GST excl      | GST incl    | GST excl       | GST incl    | GST excl       | GST incl    | GST excl       | GST incl    |
| Monthly Spend   | \$9.09<br>09 | \$10.<br>00 | \$18.18<br>18 | \$20.<br>00 | \$27.27<br>27  | \$30.<br>00 | \$36.36<br>36  | \$40.<br>00 | \$54.54<br>54  | \$60.<br>00 |
| Monthly included national#, MessageBank, SMS, circuit switched BigPond Mobile Services calls and 3G/Next G video calls. | Nil          |             | 18.181<br>8   | \$20.<br>00 | \$27.27<br>273 | \$30.<br>00 | \$36.36<br>364 | \$40.<br>00 | \$54.54<br>545 | \$60.<br>00 |
| Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof          | 45.45<br>¢   | 50¢         | 42.727<br>¢   | 47¢         | 40¢            | 44¢         | 32.727<br>¢    | 36¢         | 23.636<br>¢    | 26¢         |
| Connection fee  | 24.55<br>¢   | 27¢         | 24.55¢        | 27¢         | 24.55¢         | 27¢         | 24.55¢         | 27¢         | 24.55¢         | 27¢         |

**Part C – Special Promotions and Mobile Value Added Services**

| Special Member Plans (cont)  | 80         |          | 100        |          | 150         |          | 250         |          | 350         |          |
|--|------------|----------|------------|----------|-------------|----------|-------------|----------|-------------|----------|
|  | GST excl   | GST incl | GST excl   | GST incl | GST excl    | GST incl | GST excl    | GST incl | GST excl    | GST incl |
| Monthly Spend  | \$72.7272  | \$80.00  | \$90.9090  | \$100.00 | \$136.3636  | \$150.00 | \$227.2727  | \$250.00 | \$318.1818  | \$350.00 |
| Monthly included national#, Message Bank, SMS, circuit switched BigPond Mobile Services calls and 3G/Next G video calls. | \$72.72727 | \$80.00  | \$90.90909 | \$100.00 | \$136.36364 | \$150.00 | \$227.27273 | \$250.00 | \$318.18182 | \$350.00 |
| Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof           | 21.818¢    | 24¢      | 20¢        | 22¢      | 18.18¢      | 20¢      | 17.272¢     | 19¢      | 16.363¢     | 18¢      |

# Our Customer Terms

## Telstra Mobile Section

### Part C – Special Promotions and Mobile Value Added Services

| Special Member Plans (cont) | 80       |          | 100      |          | 150      |          | 250      |          | 350      |          |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|                             | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl |
| Connection fee              | 24.55¢   | 27¢      | 24.55¢   | 27¢      | 24.55¢   | 27¢      | 24.55¢   | 27¢      | 24.55¢   | 27¢      |

**Part C – Special Promotions and Mobile Value Added Services**

**Special Member Plan extras**

22.15 The Per Second Saver amounts for each plan spend are set out below.

**Part C – Special Promotions and Mobile Value Added Services**

| Special Member Plans  | 10         |           | 20          |            | 30        |            | 40          |          | 60          |            |
|---|------------|-----------|-------------|------------|-----------|------------|-------------|----------|-------------|------------|
|   | GST excl   | GST incl  | GST excl    | GST incl   | GST excl  | GST incl   | GST excl    | GST incl | GST excl    | GST incl   |
| Charges for calls to an Australian fixed or mobile number if you choose the Per Second Saver Bonus Option – Each second | 1.515<br>¢ | 1.66<br>¢ | 1.4242<br>¢ | 1.566<br>¢ | 1.33<br>¢ | 1.466<br>¢ | 1.0909<br>¢ | 1.2¢     | 0.7878<br>¢ | 0.866<br>¢ |

| Special Member Plans (cont)                                  | 80          |          | 100       |            | 150        |           | 250         |           | 350         |          |
|--|-------------|----------|-----------|------------|------------|-----------|-------------|-----------|-------------|----------|
|  | GST excl    | GST incl | GST excl  | GST incl   | GST excl   | GST incl  | GST excl    | GST incl  | GST excl    | GST incl |
| Charges for calls to an Australian fixed or mobile number if | 0.7272<br>¢ | 0.8¢     | 0.66<br>¢ | 0.733<br>¢ | 0.606<br>¢ | 0.66<br>¢ | 0.5757<br>¢ | 0.63<br>¢ | 0.5454<br>¢ | 0.6¢     |

**Part C – Special Promotions and Mobile Value Added Services**

| Special Member Plans (cont)                                | 80       |           | 100      |          | 150      |          | 250      |          | 350      |           |
|--|----------|-----------|----------|----------|----------|----------|----------|----------|----------|-----------|
|  | GST excl | GS T incl | GST excl | GST incl | GST excl | GST incl | GST excl | GST incl | GST excl | GS T incl |
| you choose the Per Second Saver Bonus Option – Each second |          |           |          |          |          |          |          |          |          |           |

**Part C – Special Promotions and Mobile Value Added Services**

**23 Telstra \$49 Capped Plus Plan and \$79 Capped Plus Plan**

**The Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan are not available to activations after 15 February 2007.**

- 23.1 The Telstra \$49 Cap Plus Plan and Telstra \$79 Cap Plus Plan are available to eligible customers who receive an individual invitation from us to take up the Telstra Capped Plus Plans from 1 March 2006 until 15 February 2007.
- 23.2 The Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan comprise a service only offer for approved customers with a contract length of 12 months.
- 23.3 Under Telstra’s Capped Plus Plans, where your eligible call spend reaches your plan’s Cap Start, you won’t pay for these calls until they reach the Cap End (“**cap benefit**”).

**Payment**

- 23.4 Each month during the contract term, you must pay us your chosen monthly spend. Your monthly spend includes an equal amount of monthly included calls.
- 23.5 The calls that are included in your included call component and that count towards the Cap Start and Cap End (“**Cap Amounts**”) on a Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan are most national direct dial voice and MessageBank diversion/retrieval calls, mobile originating text, mobile originating picture messaging and push to talk calls (“**eligible calls**”).
- 23.6 You must pay for call charges beyond your included call component and up to your Cap Start.
- 23.7 You must pay for any calls which are not eligible calls.
- 23.8 You must pay for any calls which are above the Cap End.

**Other promotional offers**

- 23.9 Telstra Capped Plus Plans are not available with any other Telstra mobile offer unless specified by us.

**Changing your monthly spend/plan**

- 23.10 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra Capped Plus Plan contract term, you may do so only while Telstra Capped Plus Plans are available for recontracting.

| Change  | Terms   |
|---|---|
| If you move to another Telstra Capped Plus Plan | You will need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts. We |



**Part C – Special Promotions and Mobile Value Added Services**

| Change  | Terms  |
|---|--|
| with a lower monthly spend  | may also charge you a \$50 administration fee.   |
| If you move to another Telstra Capped Plus Plan with the same or a higher monthly spend   | You do not need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts. |
| If you move to another Telstra plan with a fixed contract term  | You will need to start a new contract term. If your new plan has a lower monthly spend/access fee, we may also charge you a \$50 administration fee.   |
| If you or Telstra deactivate your service or you move to a pre-paid or casual plan or Telstra offer without a fixed contract term | You will need to pay us an early termination charge.   |

**Early termination charges**

- 23.11 The amount of any early termination charge payable is set out in your application form.

**At the end of your contract term**

- 23.12 Your service will remain on your chosen Telstra Capped Plus Plan at the end of your contract term, however you may not continue to receive the cap benefit (we will tell you before this happens). You will not be able to change your plan’s monthly spend unless you recontract to a Telstra Capped Plus Plan. If the Telstra Capped Plus Plans are no longer available, we may roll your service onto any other current plan that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

**Mobile Repayment Option**

- 23.13 Eligible Telstra Capped Plus Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in [Part C - Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

**Charges and cap amounts**

- 23.14 The call charges and Cap Amounts are set out below. Any unused included calls are forfeited at the end of each month. Included calls and Cap Amounts do not include some call types including operator assisted calls, directory assistance calls to 1223, calls to Call Connect, premium number, calls made and received while overseas, PocketNews, 1234 service, and third party content charges.

**Part C – Special Promotions and Mobile Value Added Services**

| Telstra Capped Plus Plan   | Telstra \$49 Capped Plus Plan |          | Telstra \$79 Cap Plus Plan |          |
|--|-------------------------------|----------|----------------------------|----------|
|  | GST excl                      | GST incl | GST excl                   | GST incl |
| Cap Start  | \$44.5454                     | \$49.00  | \$71.8181                  | \$79.00  |
| Cap End  | \$227.2727                    | \$250.00 | \$500                      | \$550.00 |
| Monthly spend  | \$44.5454                     | \$49.00  | \$22.7272                  | \$25.00  |
| Monthly included calls   | \$44.5454                     | \$49.00  | \$22.7272                  | \$25.00  |
| Charges for calls to an Australian fixed or mobile number - at all times - per 30 second block or part thereof | 36.36¢                        | 40¢      | 31.82¢                     | 35¢      |
| Call connection fee  | 24.55¢                        | 27¢      | 24.55¢                     | 27¢      |

**24 Device Lease Contract (DLC)**

**What is DLC?**

**This section of Device Lease Contract applies to customers who entered into an eligible lease plan and Device Payment Contract (DPC) on or before 25 June 2019.**

- 24.1 You may lease an eligible mobile device (“**Leased Device**”) from Telstra on a 24 month Device Lease Contract (“**DLC**”), where that Leased Device is connected to an Eligible Plan.
- 24.2 Under the DLC:
  - (a) you must pay us a monthly fee each month for 24 months for your Leased Device (“**Monthly Lease Fee**”). The Monthly Lease Fee will be set out in your application form or advised to you;
  - (b) you do not own the device. You are simply leasing the device from Telstra; and
  - (c) you will not pay more than the cash price at which the Leased Device could have been purchased at the time you entered into the DLC.
- 24.3 After the first 12 months of your DLC, you may upgrade your Leased Device to a new device in accordance with clause 24.7 of these terms.

**Availability**

- 24.4 DLC is available with the following plans (“**Eligible Plans**”):

**Part C – Special Promotions and Mobile Value Added Services**

| Plan                              | DLC Availability                    |
|-----------------------------------|-------------------------------------|
| Plans available for new customers |                                     |
| Go Mobile Swap Plan \$59          | DLC available until withdrawn by us |
| Go Mobile Swap Plan \$79          | DLC available until withdrawn by us |
| Go Mobile Swap Plan \$99          | DLC available until withdrawn by us |
| Go Mobile Swap Plan \$129         | DLC available until withdrawn by us |
| Go Mobile Swap Plan \$149         | DLC available until withdrawn by us |
| Telstra Premium Swap Plan \$199   | DLC available until withdrawn by us |

24.5 A list of eligible Leased Devices for home and family customers can be found at [telstra.com/swap](http://telstra.com/swap). Device accessories are not included as part of the lease.

**Eligibility**

24.6 DLC is available to Telstra Consumer customers who take up an Eligible Plan for 24 months. You can only have one eligible device on each of your Eligible Plans.

**Upgrading your Leased Device**

24.7 You may upgrade your Leased Device (for a new device) after the first 12 months of your DLC when you return the Leased Device to us provided you:

- (a) agree to pay the relevant Standard Upgrade Fee, Damaged Device Upgrade Fee, or Beyond Economic Repair Upgrade Fee (**Upgrade Fee**) set out in clause 24.9;
- (b) terminate your DLC;
- (c) enter into a new 24 month eligible device and mobile service plan; and
- (d) return the Leased Device to us and:
  - (i) you took up a DLC prior to 22 August 2017, within 30 days of entering into a new 24 month eligible device and mobile service plan; or
  - (ii) you took up a DLC on or from 22 August 2017, within 14 days of entering into a new 24 month eligible device and mobile service plan (or same day if returning in store),

together the (**Return Period**),

in which case, we will waive the remaining Monthly Lease Fees on your DLC and any early termination charges on your Eligible Plan associated with that Leased Device.

**Part C – Special Promotions and Mobile Value Added Services**

There is no obligation to upgrade your Leased Device during your DLC.

- 24.8 If you do not return the device within the applicable Return Period, we will charge you a non-return fee up to the Leased Device’s Fair Market Value (which will be advised to you at the time) plus 20% (**Upgrade Device Non Return Fee**).
- 24.9 The Fair Market Value of a device is determined by a nominated third party having regard to market values for the relevant device in secondary markets and movements in trade in prices offered by telecommunications carriers in Australia.
- 24.10 The Upgrade Fee varies depending on whether your Leased Device has been returned in good working order or whether it is damaged (as per the table below).

| Upgrade Fees (based on condition of Leased Device)   | Fee (ex GST)                    |                      |                     |
|--|---------------------------------|----------------------|---------------------|
| 1. Upgrade Fee<br>(Leased Device is undamaged and in good working order –  | \$99<br>(waived if you elect to |                      |                     |
| 2. Damaged Device Upgrade Fee<br>A Leased Device has minor to medium damage (or is   | \$229                           |                      |                     |
| 3. Beyond Economic Repair Upgrade Fee<br>A Leased Device is damaged or not in good working order to such an extent that it is beyond economic repair | 13 –<br>18                      | 19 –<br>24<br>months | 25<br>months<br>and |
|  | \$499                           | \$399                | \$299               |

- 24.11 The condition of the returned Leased Device will be reasonably determined by Telstra (either in our own right or as agent for a third party owner of the device, if any) in accordance with these terms.
- 24.12 We will let you know of the assessment of the condition of the Leased Device, and the relevant Upgrade Fee, before charging this to you. If you decide that you do not want to pay the Upgrade Fee at that time, you can elect not to upgrade your Leased Device. At the expiry of the DLC you can choose to purchase your device for Fair Market Value or return your phone in accordance with clause 24.13. If you choose to return your device at the expiry of the DLC and your device is damaged then you will be required to pay a Damage Fee at that time.

**Expiry of DLC**

- 24.13 At the end of your 24 month DLC, you must do one of the following:
  - (a) return your Leased Device to us. If your Leased Device:
    - (i) is returned to us in good working order (as set out in clause 24.14), you will not have to pay any additional fees to us, provided that you also comply with clause 24.18;

## Part C – Special Promotions and Mobile Value Added Services

- (ii) is not returned to us and:
  - (A) you took up a DLC prior to 20 August 2017, within 30 days of the end of your 24 month DLC; or
  - (B) you took up a DLC on or from 20 August 2017, within 14 days (or same day if returning in store) of the end of your 24 month DLC;
- (iii) subject to Telstra's approval, you will continue to pay the monthly payment for your Leased Device and Eligible Plan (including any Monthly Lease Fees and any fees for Mobile Swap Assure) for up to 6 months or until the Leased Device is returned to us within that 6 month period. If the Leased Device is not returned to us after 6 months we will charge you a device non return fee which is equivalent to the Fair Market Value of the device and advised to you at the time (**Expiry Device Non Return Fee**);
- (iv) is damaged, you must pay us the Damaged Device Fee or the Beyond Economic Repair Fee set out in clause 24.24 as well as any fees required under clause 24.19;
- (b) make an offer to purchase the Leased Device from us, for the Fair Market Value of the device (based on the assessed depreciated value of the device and advised to you at the time) and if we agree, title in the Leased Device will be transferred to you.

### **Good working order**

- 24.14 A Leased Device that is undamaged and in good working order is one that functions as fully intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, the Leased Device must:
- (a) be fully functional in all respects (including but not limited to turns on and off, buttons are fully functional, make and receive calls, connects to the internet, touchscreen is fully functional);
  - (b) be accompanied by a fully functioning battery;
  - (c) have no missing, disassembled, customised or non-original parts which are non-original or not otherwise genuine parts used for a repair under a manufacturer's warranty or obligations under the Australian Consumer Law;
  - (d) be free from any physical damage other than minor surface scratches that are not palpable with a fingernail on the front of glass, the display or casing of the device (and which must not cover more than 50% of the surface area of the device);
  - (e) not be IMEI blocked.

### **Damaged Device**

- 24.15 A Damaged Device is a device which is not a Good Working Order device or a Beyond

### Part C – Special Promotions and Mobile Value Added Services

Economic Repair device.

#### **Beyond Economic Repair**

24.16 A device which is considered to be Beyond Economic Repair displays one or more of the following characteristics:

- (a) does not power on and off as intended;
- (b) heavy wear and tear (including but not limited to functionality issue due to major crack or chip on front of glass, internal screen and/or casing, extreme abrasion, puncture holes, damaged, broken or missing buttons, slit/separation of the device enclosure, bent device enclosure, devices that are destroyed or forcibly separated into multiple pieces);
- (c) significant damage (including but not limited to liquid damage as indicated by the liquid ingress indicator, LCD damage/bleeding, swollen battery);
- (d) damaged internal screen (including but not limited to discoloured/damaged/cracked/bleeding LCD);
- (e) the activation/device lock is enabled (including but not limited to 'Find my iPhone' feature disabled for iOS 7 or higher);
- (f) is not factory reset;
- (g) is not fully data wiped or customer data not cleared;
- (h) has missing parts or custom third party parts and/or unauthorised modifications or has been disassembled;
- (i) is not accompanied by all necessary documentation for immediate resale or to comply with all applicable laws; and

24.17 is a device that has been the subject of a manufacturer recall or repair program that has not been replaced or repaired in accordance with such program.

#### **Returning your Leased Device**

24.18 When you return your Leased Device to us (whether as part of an upgrade or termination or expiry of the DLC), the Leased Device must:

- (a) have the SIM card removed (SIM cards will not be returned and will be destroyed);
- (b) have a factory reset performed so that any personal or confidential data has been deleted from your Leased Device before returning it;
- (c) accompanied with all necessary documentation reasonably requested by Telstra to ensure that the device is the correct device being leased under the DLC including (but not limited to) proof of identification, IMEI documentation (if device has been replaced within the DLC term of 24 months), or proof or any authorised repairs or manufacturer warranty claims; and
- (d) have all activation and device locking features disabled (e.g Find My iPhone on

## Part C – Special Promotions and Mobile Value Added Services

iOS 7 devices).

- 24.19 We will notify you if any of the steps set out in clause 24.16 have not been performed. If you fail to take these steps (which may require you to visit a Telstra store) within 14 days of notice to you your device will be beyond economic repair and you must pay us the Beyond Economic Repair Fee.

### **Termination**

- 24.20 If you want to cancel your DLC:

- (a) within the first 12 months of your DLC:
  - (i) and you took up a DLC prior to 22 August 2017, you must pay any remaining Monthly Lease Fees (excluding any discounts as a result of your eligible service plan) and any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device; or
  - (ii) and you took up a DLC on and from 22 August 2017, you must pay a fee based on the recommended retail price of your device (at the time of leasing) which decreases by 3% each month (or part thereof) up until the date at which you terminate in addition to any Early Termination Charges payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device. To find out your RRP, contact Telstra on 132200 or visit your local Telstra store.
- (b) from month 13 of your DLC and you want to:
  - (i) return your Leased Device, you must pay \$99 (if your device is in good working order) or up to \$499 if your Leased Device is damaged; or
  - (ii) retain your Leased Device, you must pay the Fair Market Value for your Leased Device (to be advised at the time), in which case title in the Leased Device will then be transferred to you and you will retain the device,

as well as any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option.

- 24.21 If we terminate your DLC before the end of the 24 month term due to your breach and we have told you in writing of your breach and:
- (a) the breach is capable of being remedied, and you have failed to remedy the breach within 20 days of us notifying you; or
  - (b) the breach cannot be remedied,
- we may immediately terminate your DLC and Eligible Plan by telling you and:
- (c) if the termination occurs within the first 12 months of your DLC:

**Part C – Special Promotions and Mobile Value Added Services**

- (i) and you took up a DLC prior to 22 August 2017, you must pay any remaining Monthly Lease Fees (excluding any discounts as a result of your eligible service plan) and any early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option; or
- (ii) and you took up a DLC on and from 22 August 2017, you must pay a fee based on the recommended retail price of your device (at the time of leasing) which decreases by 3% each month (or part thereof) up until the date at which you terminate in addition to any Early Termination Charges payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device. To find out your RRP, contact Telstra on 132200 or visit your local Telstra store; and
- (d) if the termination occurs from month 13 of your DLC and you want to:
  - (i) return your Leased Device, you must pay \$99 (if your device is in good working order) or up to \$499 if your Leased Device is damaged; or retain your Leased Device, you must pay the Fair Market Value for your Leased Device (to be advised at the time), in which case title in the Leased Device will then be transferred to you and you will retain the device,
  - (ii) as well as any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option.

24.22 If you do not pay the Monthly Lease Fee for each month of your 24 month DLC, we may terminate your DLC.

24.23 We may also suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms.

**Damage Fees**

24.24 If you return your device to us in accordance with clause 24.13(a) (Expiry of DLC) and your device is damaged, you must pay us a Damage Fee as set out in the table below.

| Damage Fee (based on condition of Leased Device)  | Fee (ex GST)   |                |               |
|---|----------------|----------------|---------------|
| 1. Damaged Device Fee<br>(Leased Device has minor to medium damage or is otherwise not in good working order) | \$229          |                |               |
| 2. Beyond Economic Repair Fee<br>(Leased Device is damaged or not in good working order)                      | 13 – 18 months | 19 – 24 months | 25 months and |



**Part C – Special Promotions and Mobile Value Added Services**

|  |       |       |       |
|--|-------|-------|-------|
| to such an extent that it is beyond economic repair) | \$499 | \$399 | \$299 |
|--|-------|-------|-------|

**Other requirements**

- 24.25 During your 24 month DLC, you must:
- (a) comply with the use and care instructions of the manufacturer of the Leased Device (eg device manual) so as to maintain the Leased Device in good working order;
  - (b) not attempt to sell the Leased Device to a third party, or allow a third party to create any lien or charge over the Leased Device;
  - (c) not attempt to transfer possession of the Leased Device to a third party without our consent;
  - (d) not to use the Leased Device for any unlawful purpose;
  - (e) not to deface, change, modify or repair the Leased Device;
  - (f) tell us immediately if the Leased Device does not work or becomes faulty; and
  - (g) tell us immediately if the Leased Device is lost or stolen. You are responsible for your lost or stolen Leased Devices.
- 24.26 You acknowledge that our nominated third party may assign or transfer its title, right and interest in the Leased Device to any third party (provided your rights are not affected by such assignment or transfer).

**Faulty devices**

- 24.27 If your Leased Device is faulty during the term of your DLC, you must bring the Leased Device to a Telstra store for assessment. If the fault is covered under the manufacturer's warranty, we will replace or repair the Leased Device (in addition to any other rights you may have under the consumer guarantees in the Australian Consumer Law). If we provide you with a replacement Leased Device, this will be treated as if it was the Leased Device originally provided to you under your DLC. This clause 24.27 is subject to and in addition to any rights you have under the Competition and Consumer Act 2010, including any consumer guarantees that apply.
- 24.28 If your Leased Device is damaged during the term of your DLC (and not covered under any warranty or applicable consumer guarantee), we may charge you a fee associated with the cost of repairing the damage. If this occurs after the first 12 months of your DLC term, you may instead elect to upgrade your Leased Device in accordance with clause 24.7.

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**25 Mobile Swap Assure**

**What is Mobile Swap Assure?**

**This section of Mobile Swap Assure applies to customers who entered into an**

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**eligible lease plan and 24 month Device Lease Contract (DLC) before 25 June 2019.**

- 25.1 If you take up an Eligible Plan and an eligible device on a 24 month DLC, you can also take up Mobile Swap Assure for an extra monthly fee of \$10. Mobile Swap Assure may be automatically included at no additional cost in some Eligible Plans. The benefits this provides you are:
- (a) regardless of damage, you can upgrade your Leased Device at any time during your DLC (instead of waiting for 12 months) for an additional one off fee; or
  - (b) if you return your Leased Device at the end of the lease and it is damaged, you will only pay the additional one off fee which is a lower fee than you would pay under the standard DLC terms; or
  - (c) if you are upgrading your Leased Device under 42.1(a) but you do not return it, you will only pay the additional one off fee (and may upgrade to a new Leased Device in accordance with the applicable upgrade terms), provided however that:
    - (i) (for DLCs entered into after 28 February 2019), if we ask you, you will provide us with a declaration in a form we provide you which states:
      - (A) the circumstances under which you are not returning your Leased Device; and
      - (B) you understand we may refer any suspicious upgrades to law enforcement authorities for further investigation; and
    - (ii) (for DLCs entered into after 28 February 2019), you may only upgrade to a new Leased Device twice in any 12 month period.

All other terms of the DLC continue to apply to you, including the terms and fees that apply if you fail to return your Leased Device.

- 25.2 You may only purchase Mobile Swap Assure on the same day you purchase your Eligible Plan. You may only have one Mobile Swap Assure device on each of your eligible mobile service plans.
- 25.3 On and from 22 August 2017, if you take up Business Lease Assure, you will only be able to upgrade your device two times within each 12 month anniversary of your Eligible Plan.

**Fees payable under Mobile Swap Assure**

| Mobile Swap Assure   | Fee (ex GST)   |
|--|--|
| Upgrade at any time (regardless of damage)   | \$190  |
| Upgrade after the first 12 months of your DLC - device is returned in good working order<br>(see clause 41.14 of DLC terms for requirements of ‘good working order’) | \$99<br>(waived if you elect to upgrade after 18 months) |

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|  |       |
|--|-------|
| Return damaged device at the end of your DLC<br>(Leased Device damage may be minor to medium, or the device is beyond economic repair) | \$190 |
|--|-------|

**Other terms**

25.4 You may cancel Mobile Swap Assure at any time. If you do, the relevant standard fees and charges for your DLC will apply.

**26 Telstra Upgrade Options**

26.1 From 29 July 2014, until withdrawn by us, if you activate an eligible Mobile Accelerate plan, you may choose one of the Telstra Upgrade options described below.

| Telstra Upgrade | Description   |
|-----------------|---|
| 500MB Data      | You'll receive an additional 500MB of data for use in Australia each month.   |
| \$500 Calls     | You'll receive an additional \$500 worth of included calls, sms and mms to standard Australian numbers for use in Australia each month.<br><br>Not available for Mobile Accelerate plans with an unlimited included call allowance. |

26.2 Telstra Upgrade options are available with the following plans:

| Plan                                   | Telstra Upgrade Option Availability                                 |
|--|---|
| Mobile Accelerate Plans                | Available on the \$55 plan and above until withdrawn by us          |
| Mobile Accelerate BYO Plans            | Available on the 24 month \$45 plan and above until withdrawn by us |
| Mobile Accelerate Data Share Plans     | Available on the \$55 plan and above until withdrawn by us          |
| Mobile Accelerate Data Share BYO Plans | Available on the 24 month \$45 plan and above until withdrawn by us |

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- 26.3 If you are eligible, your selected Telstra Upgrade option will start from your plan contract commencement date, and will remain on your mobile service until you recontract, cancel your plan or move to an ineligible plan.
- 26.4 The \$500 Calls Upgrade option is not available for Mobile Accelerate plans which include unlimited calls/SMS/MMS. These plans will be provided with the 500MB Data Upgrade.
- 26.5 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile Section of Our Customer Terms](#)) applies to these Telstra Upgrade options.
- 26.6 You cannot change your Telstra Upgrade option once selected.
- 26.7 The 500MB Data allowance excludes content charges and use while overseas.
- 26.8 The \$500 Calls allowance includes usage to:
- (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us.
- 26.9 The \$500 Calls allowance excludes some usage:
- (a) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (b) voice and video calls, and text, picture and video messages to international numbers;
  - (c) all use (such as calls made and received) while overseas;
  - (d) call diversions to international numbers;
  - (e) reverse charge calls;
  - (f) Push to Talk calls;
  - (g) third party content charges, WAP, GRPS and data usage;
  - (h) information calls; and
  - (i) any other calls determined by us not to be eligible calls.

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26.10 Any unused allowances expire monthly.

**27 Accessory Repayment Option (ARO)**

**This section of Accessory Repayment Option (ARO) applies to customers who entered into an ARO before 31 March 2021.**

**What is ARO?**

27.1 Under the ARO, we will offer approved customers credit known as an Accessory Repayment Amount and allow you to repay that credit by monthly instalments over:

- (a) a 12 month period on and from 18 August 2020 or;
- (b) a 12 or 24 month period prior to 18 August 2020.

Collectively, the (“**ARO term**”). This credit contributes towards the upfront purchase price of a mobile accessory or package of accessories.

**Availability**

27.2 Unless we say otherwise, ARO is available until the date that we determine, for all eligible customers (eligible customers are set out in the table contained in clause 8.2 below). An ARO can only be taken up at the point of entering into one of the plans listed in 4.2 and not at any later date.

**Accessory Repayment Amounts**

27.3 Different Accessory Repayment Amounts are available depending on your chosen accessories and plan. The available Accessory Repayment Amounts are set out below.

| Accessory Repayment Amounts                     | Eligible customers  |
|---|---|
| Accessory Repayment Amounts:<br>\$120 and \$240 | Any customer signing up after 1 November 2012 to one of the following plans on a 12 or 24 month term: <ul style="list-style-type: none"> <li>• Mobile Accelerate Plans (including BYO and Data Share but excluding Mobile Accelerate Casual Plans);</li> <li>• Every Day Connect Plans (including BYO and Data Share);</li> <li>• Member Plan;</li> <li>• Telstra Staff Mobile Cap Plan;</li> <li>• Friends of Telstra Mobile Cap Plan;</li> <li>• Telstra Data+ Cap Plans;</li> <li>• Business Performance Handset Plans when</li> </ul> |

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| Accessory Repayment Amounts | Eligible customers   |
|-----------------------------|--|
|                             | <p>taken up with the Smartphone Bonus Offer</p> <ul style="list-style-type: none"> <li>• Business Performance BYO Plans;</li> <li>• Business Mobile Advantage when taken up with the Smartphone Bonus Offer);</li> <li>• Telstra Mobile Broadband Business Plan;</li> <li>• Telstra Mobile Broadband Shared Plans; or</li> <li>• any other eligible plan as determined by us.</li> </ul> |

**Terms**

- 27.4 The Accessory Repayment Amount chosen cannot be more than the price of the accessory or package of accessories (incl GST).
- 27.5 We will pay the Accessory Repayment Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 27.6 If the price of the accessories is higher than the Accessory Repayment Amount, you must pay the difference between the price of the accessories (incl GST) and the Accessory Repayment Amount. You must pay this difference directly to the participating Telstra Shop/dealer where you bought the accessory.
- 27.7 You must repay the Accessory Repayment Amount by monthly instalments over the ARO Term. If you do not repay the Accessory Repayment Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).
- 27.8 The Accessory Repayment Amount will be reflected on your bill each month as a separate line item (described as “Accessory Repayment Option”), and you agree that you do not require any itemised details of the charges relating to the individual accessories in your bundle.
- 27.9 You must repay the balance of the Accessory Repayment Amount outstanding if your mobile service or account attached to the ARO is cancelled or you reduce your minimum monthly spend/access fees so that you are no longer eligible for the Accessory Repayment Amount before the end of the ARO term.
- 27.10 Only one ARO may be entered into for each eligible service. We must separately approve applications for more than four AROs per customer.

**Additional Terms for AROs entered into on and from 25 June 2019**

- 27.11 For all AROs entered into on and from 25 June 2019, the following additional terms apply:
  - (a) We may, without your consent and without notice to you, freely assign, novate,

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grant security over or otherwise deal with our rights and obligations under or in connection with the ARO (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the ARO.

- (b) In addition to how we may use and share your information under our Privacy Statement, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
- (c) Your obligation to make payments under or in connection with the ARO is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the ARO for any reason whatsoever.