

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

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Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in the General Terms of Our Customer Terms.

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## 1 About this Part

1.1 This is part of the 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.

See clause 1 of the General Terms of Our Customer Terms for more detail on how the various sections of Our Customer Terms should be read together. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

See clause 1 of Part A – General of the Telstra Mobile section for more detail on how the various parts of the Telstra Mobile section should be read together. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

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## 2 General conditions

- 2.1 BigPond Mobile Services (previously known as Telstra Active or WAP) is a mobile content. Refer to Part G – Data Services of the Telstra Mobile Section for full details of this service.
- 2.2 Enhanced 3G or Next G content such as video and audio is only available while you are in a 3G or Next G coverage area. Other content will still be available if you are not in a 3G or Next G coverage area, but will typically be accessed at slower speeds than if you are in a 3G or Next G coverage area. If you are playing 3G or Next G video and audio content and you move out of a 3G or Next G coverage area, you will need to return to a 3G or Next G coverage area to start playing the video or audio content again.
- 2.3 If you have a Blackberry device, you can also download wireless applications for use on your Blackberry device from the Telstra Business Portal (“**Blackberry Applications**”). Blackberry Applications are licensed by us from third parties, and sub-licensed by us to you on an “as is” basis.
- 2.4 Your use of a Blackberry Application is subject to the additional terms set out in section 3 below (Telstra Business Portal - Additional Terms). If your use of a Blackberry Application is subject to any terms in addition to those in section 3 below, we will notify you before you download the Blackberry Application.
- 2.5 When you agree to purchase BigPond Mobile Services content, you will be charged:

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- (a) any one-off or “pay per view” content charges you agree to pay to access or download BigPond Mobile Services content, as advised to you on your handset before you buy the content;
- (b) any subscription charges you agree to pay to access BigPond Mobile Services content; and
- (c) data usage charges for downloading, and in some cases, using the content (unless data usage charges do not apply to the specific content being downloaded in which case we will tell you before you purchase the content that data usage charges do not apply).

2.6 Data usage charges (including browsing charges) are dependent on whether you are using the GPRS, 3G or Next G networks and whether or not you are on Pay As You Go rates or applicable data pack rates – refer to Part G – Data Services of the Telstra Mobile Section for more details. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

#### **Spend limit**

- 2.7 If you are a post-paid customer, a default spend limit of \$100 applies to BigPond Mobile Services content that you buy each month. If you are a pre-paid customer, a default spend limit of \$500 applies to BigPond Mobile Services content that you buy each month. This includes any content on MobileFun, BlueSkyFrog for Telstra, Game downloads, Tones and Pics bought by USSD, and charges for text messages received as part of our Instant Messaging Services. This also includes subscription and content charges for BigPond Caller Tones. Your spend limit excludes UM/Notify Me, Memo, Buddy, Online SMS, SMS Chat, SMS Games, Short Audio, Premium SMS, Access Manager and PocketNews content not accessed via BigPond Mobile Services.
- 2.8 You may apply to change your spend limit at any time. We need to approve any increase in your spend limit. If you take up a 3G service, you may only apply to change your spend limit after the introductory offer.
- 2.9 We may increase or decrease your default spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit you need to tell us not to go ahead with the increase within 30 days - otherwise, the increase applies to you. If we decrease your default spend limit, we will tell you before the change takes effect in accordance with the General Terms of the Telstra Mobile section of Our Customer Terms. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

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- 2.10 Once you have purchased your content, you will have up to 5 days to download and/or access that content, unless it is video or audio content.
- 2.11 If you play video or audio content on your 3G or Next G handset and the video or audio is interrupted, you will have up to 24 hours to stream that content again (unless the content has expired) at no additional charge. You will not be separately charged for your data usage.
- 2.12 Any other use of your handset or device (including voice calls, 3G or Next G video calls and text messaging) is not part of the BigPond Mobile Services service and not covered by the BigPond Mobile Services charges. Other services you use are covered by the terms of your mobile plan and the terms in the Telstra Mobile section of Our Customer Terms.
- 2.13 Some BigPond Mobile Services content is prepared and maintained by people other than us. You may have to pay another person content charges to access their BigPond Mobile Services content. The other person will set any such content charges - and any other terms for accessing the content.
- 2.14 To the extent permitted by law, we do not endorse and are not liable for BigPond Mobile Services content you buy from another person and do not promise the accuracy, suitability or quality of such content.

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## 3 BigPond Live Events

### What are BigPond Live Events?

- 3.1 BigPond Live Events are events, such as sporting events, that you can watch live on your compatible post-paid or pre-paid Telstra 3G or Next G handset.

### Purchasing BigPond Live Events

- 3.2 You can purchase a BigPond Live Event using the BigPond Mobile Services menu on your handset in any of the following ways:
- (a) **(daily subscription)** – we will charge you a fee for access to a BigPond Live Event in the 24 hour period after you subscribe;
  - (b) **(monthly subscription)** – we will charge you a fee for access to a BigPond Live Event in the calendar month after you subscribe;
  - (c) **(atomic purchase)** - we will charge you a one-off fee for access to a BigPond

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Live Event for a set period of time after your purchase e.g. 30 minutes; or

- (d) **(ticket purchase)** - we will charge you a one-off fee for access to a BigPond Live Event where we have limited the total number of tickets available for customers to buy.

#### Viewing restrictions

- 3.3 Depending on network capacity, we may apply a maximum of 15 minutes per viewing session. We may also, from time to time, due to network capacity restrictions, restrict your access to a BigPond Live Event. If that is the case, we will use reasonable efforts to give you access as soon as possible.
- 3.4 You can only view a BigPond Live Event at the time we make it available for you to view on your handset. We do not archive BigPond Live Events which you can access and watch later.

#### Charges

- 3.5 We will advise you of the fee that we will charge you for access to a BigPond Live Event on your handset before you agree to subscribe or purchase it. We will still charge you even if you do not watch a BigPond Live Event that you have subscribed to or purchased.
- 3.6 We will not charge you:
  - (a) data usage charges for accessing and viewing a BigPond Live Event; or
  - (b) for a BigPond Live Event if we cancel its broadcast.

If we have already charged you for a BigPond Live Event and we later cancel its broadcast, we will refund you the charges.

#### How you can use BigPond Live Events

- 3.7 All intellectual property rights in a BigPond Live Event belong to us or the third party licensing us to use the content.
- 3.8 You may, for your own private purposes only, view a BigPond Live Event on your handset.
- 3.9 You must not:
  - (a) do anything with a BigPond Live Event that is not expressly authorised under this

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section (including copying, retransmitting, relaying, selling or broadcasting a BigPond Live Event to anyone else); and

- (b) attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this paragraph.

#### **Only for use in Australia**

- 3.10 You may only watch a BigPond Live Event in Australia. If you watch a BigPond Live Event outside Australia using our international roaming service (which we do not authorise you to do), you will be charged the international roaming charges set by the overseas network operator on whose network you are roaming.

#### **Changes to BigPond Live Events**

- 3.11 We may, from time to time, change the content or broadcast times of a BigPond Live Event without telling you beforehand.
- 3.12 The channel content on a BigPond Live Event may differ from the channel content of the television broadcast of the same name and may be modified for mobile handsets.

#### **Cancelling BigPond Live Events**

- 3.13 You can cancel your daily or monthly subscription to a BigPond Live Event at any time by:
  - (a) using the 'My Subscriptions' function on the BigPond Mobile Services menu on your handset; or
  - (b) calling us on 125111 (charges apply) or 1258880 for pre-paid customers.
- 3.14 If you cancel your daily or monthly subscription to a BigPond Live Event, you will still be able to watch the BigPond Live Event until the end of your current daily or monthly subscription or until the BigPond Live Event ends (whichever happens first). However, we will not refund you the fee (or any part of it) that we have already charged you for your current daily or monthly subscription. We will not post any more fees to your account for a BigPond Live Event after the date of your cancellation request.
- 3.15 You cannot cancel a BigPond Live Event which you have purchased by an atomic or ticket purchase.

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#### **Automatic daily and monthly subscription renewal**

- 3.16 At the end of your daily or monthly subscription to a BigPond Live Event, we may automatically renew your subscription for the next day or month. If we do, we will tell you beforehand, and we will continue to charge you the applicable fee) until the earlier of when:
- (a) you cancel your daily or monthly subscription; or
  - (b) the BigPond Live Event ends.
- 3.17 If a BigPond Live Event ends before the last day of your then current monthly subscription, we will only charge you for access up to the last day of the BigPond Live Event on a pro-rata basis.

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## **4 Sport Action Packs (including AFL, V8, NRL, Horse Racing, Sport Summer, Scores & Sport and Sports Mega Pack)**

### **Subscribing to a Sport Action Pack**

- 4.1 If you are a Telstra 3G or Next G customer, you can subscribe to a BigPond Sport Action Pack via the BigPond Mobile Services menu on your handset.

### **What is an AFL Action Pack Month Pass?**

- 4.2 When you subscribe to an AFL Action Pack Month Pass, you receive access to the following content on your handset:
- (a) exclusive AFL video on demand content;
  - (b) up to 300 minutes of streaming from AFL Footy TV per month;
  - (c) enhanced statistics, including dream team points; and
  - (d) BigPond Scores
- (“AFL Action Pack Month Pass Content”).

### **What is an AFL Action Pack Year Pass?**

- 4.3 When you subscribe to an AFL Action Pack Year Pass, you receive access to the AFL Action Pack Month Pass Content as well as:

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- (a) access to BigPond Sport Summer WAP site, including streaming from BigPond Sport Summer TV (combined maximum 300 minutes streaming of AFL Footy TV and BigPond Sport Summer TV per month) as well as news, results and video on demand;
- (b) your AFL club’s ringtone;
- (c) your AFL club’s wallpaper; and
- (d) a mobile sports game

(together with the AFL Action Pack Month Pass Content, the “**AFL Action Pack Content**”)

4.4 The following subscription options are available for AFL Action Packs:

<b>Subscription option</b>	<b>Charge</b>
Month pass	\$5.95 per month
Year pass	\$49.95 annual fee.

**What is a V8 Action Pack Month Pass?**

4.5 When you subscribe to a V8 Action Pack Month Pass, you receive access to the following content on your handset:

- (a) exclusive V8 Supercars video on demand content;
- (b) up to 300 minutes streaming of V8 Supercars TV live and delayed race footage per month;
- (c) live timing for every race, qualifying and practice session; and
- (d) BigPond Scores

(“**V8 Action Pack Content**”).

**Availability of V8 Action Pack Content**

4.6 Some of the V8 Action Pack Content, including streaming from V8 Supercars TV, may vary or be unavailable at certain times during the year due to the unavailability of V8



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Supercars race footage.

4.7 The following subscription options are available for the V8 Action Pack:

<b>Subscription option</b>	<b>Charge</b>
Month pass	\$5.95 per month

**What is an NRL Action Pack Month Pass?**

4.8 When you subscribe to an NRL Action Pack Month Pass, you receive access to the following content on your handset:

- (a) exclusive NRL video on demand content;
- (b) up to 300 minutes of streaming from NRL League TV per month;
- (c) enhanced statistics; and
- (d) BigPond Scores

(“**NRL Action Pack Month Pass Content**”)

**What is an NRL Action Pack Year Pass?**

4.9 When you subscribe to an NRL Action Pack Year Pass, you receive access to the NRL Action Pack Month Pass Content as well as:

- (a) access to BigPond Sport Summer WAP site, including streaming from BigPond Sport Summer TV (combined maximum 300 minutes streaming of NRL League TV and BigPond Sport Summer TV per month) as well as news, results and video on demand;
- (b) your NRL club’s wallpaper; and
- (c) a mobile sports game

(together with the NRL Action Pack Month Pass Content, the “**NRL Action Pack Content**”)

4.10 The following subscription options are available for the NRL Action Pack:

<b>Subscription option</b>	<b>Charge</b>
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Month pass	\$5.95 per month
Year pass	\$49.95 annual fee

**What is a BigPond Scores & Sport TV Month Pass?**

4.11 When you subscribe to a BigPond Scores & Sport TV Month Pass, you receive access to the following content on your handset:

- (a) live and latest scores for a wide selection of sports and special sporting events on BigPond Scores;
- (b) sports results, schedules and standings/rankings;
- (c) up to 300 minutes of streaming from BigPond Sport TV (including the BigPond Sports Weekend show) per month

(“**BigPond Scores & Sport TV Pack Content**”).

4.12 The following subscription options are available for the BigPond Scores & Sport TV Pack:

<b>Subscription option</b>	<b>Charge</b>
Month pass	\$5.95 per month

**What is a Horse Racing Action Pack Day Pass?**

4.13 When you subscribe to a BigPond Horse Racing Action Pack Day Pass, you receive access to up to 200 minutes of streaming from BigPond Horse Racing TV (“**Horse Racing Day Pass Content**”).

**What is a Horse Racing Action Pack Month Pass?**

4.14 When you subscribe to a BigPond Horse Racing Action Pack Month Pass, you receive access to up to 300 minutes of streaming from BigPond Horse Racing TV per month (“**Horse Racing Month Pass Content**”, and together with the Horse Racing Action Pack Day Pass Content, the “**Horse Racing Action Pack Content**”).

**Availability of Horse Racing Action Pack Content**



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- 4.15 Some of the Horse Racing Action Pack Content, including streaming from BigPond Horse Racing TV, may vary or be unavailable at certain times during the year due to the unavailability of horse racing.
- 4.16 The following subscription options are available for the BigPond Horse Racing Action Pack:

Subscription option	Charge
Day Pass	\$3.95 for access until 12.00 am (AEST/AEDT) the next day
Month pass	\$9.95 per month

#### What is a BigPond Sports Mega Pack Month Pass?

- 4.17 When you subscribe to a BigPond Sports Mega Pack Month Pass, you receive access to the following content on your handset:
- (a) AFL Action Pack Month Pass Content;
  - (b) V8 Action Pack Month Pass Content;
  - (c) NRL Action Pack Month Pass Content;
  - (d) BigPond Scores & Sport TV Pack Content; and
  - (e) Horse Racing Action Pack Month Pass Content
- (“Sports Mega Pack Content”).

#### Availability of Sports Mega Pack Content

- 4.18 Some of the Sports Mega Pack Content, including streaming from AFL Footy TV, V8 Supercars TV, NRL League TV or BigPond Horse Racing TV, may vary or be unavailable at certain times during the year due to the unavailability of match play or races (as applicable).
- 4.19 The following subscription options are available for the BigPond Sports Mega Pack Pack:

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Subscription option	Charge
Month pass	\$19.95 per month

#### What is a BigPond Sport Summer Action Pack?

4.20 The BigPond Sport Summer Action Pack is a pack offered over the Australian summer. When you subscribe to a BigPond Sport Summer Action Pack, you receive access to the following content on your handset:

- (a) video on demand content;
- (b) up to 300 minutes of streaming from BigPond Sport Summer TV per month (or 200 minutes for the day pass); and
- (c) news and scores for a wide selection of sports and special sporting events;

(“**BigPond Sport Summer Action Pack Content**”).

4.21 The following subscription options are available for the BigPond Sport Summer Action Pack:

Subscription option	Charge
Day Pass	\$3.95 for access until 12.00 am (AEST/AEDT) the next day
Month pass	\$9.95 per month

#### Data Charges for Action Packs

4.22 When you subscribe to an AFL, V8 or NRL Action Pack, a BigPond Scores & Sports TV Pack, a BigPond Horse Racing Action Pack, the BigPond Sports Mega Pack or a BigPond Sport Summer Action Pack (each an “**Action Pack**”, and collectively, the “**Action Packs**”), you will not be charged data usage charges for viewing (as applicable) AFL Action Pack Content, NRL Action Pack Content, V8 Action Pack Content, BigPond Scores & Sport TV Pack Content, Horse Racing Action Pack Content, Sports Mega Pack Content or BigPond Sport Summer Action Pack Content (individually and collectively, “**Action Pack Content**”).

#### Subscription Terms for Action Packs

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- 4.23 If you have a month pass, at the end of your monthly subscription to an Action Pack, we will automatically renew your subscription for the next month and we will continue to charge you the applicable fee until the earlier of:
- (a) when you cancel your subscription; or
  - (b) when we notify you that the relevant monthly Action Pack will no longer be available. If this happens, we will only charge you on a pro rata basis up to the last day that we make the relevant content available.
- 4.24 If you purchase an AFL Action Pack Year Pass or an NRL Action Pack Year Pass, at the end of your year subscription, we will automatically renew your subscription for a further 12 month period.
- 4.25 We may notify you that the AFL Action Pack Year Pass or NRL Action Pack Year Pass is no longer available. If this happens, we will refund the subscription fee on a pro-rata basis.

#### **Cancelling your Subscription**

- 4.26 You can cancel your subscription to a monthly Action Pack by:
- (a) using the 'My Subscriptions' function on the BigPond Mobile Services menu on your handset (this can be accessed by clicking on 'My Account' on the BigPond portal, then 'My Purchases'); or
  - (b) calling us on 125111 or 1258880 for pre-paid customers (charges apply).
- 4.27 You cannot cancel your subscription to a AFL Action Pack Year Pass or a NRL Action Pack Year Pass part way through the year. If you do not wish to renew your Yearly Action Pack, you must unsubscribe prior to expiry of the current 12 month term by:
- (a) using the 'My Subscriptions' function on the BigPond Mobile Services menu on your handset (this can be accessed by clicking on 'My Account' on the BigPond portal, then 'My Purchases'); or
  - (b) calling us on 125111, or 1258880 for pre-paid customers (call charges apply).
- 4.28 If you have a monthly pass and cancel your subscription part way through a month, you will be charged the full monthly pass charge for that month, but will still have access to the relevant Action Pack Content until the end of that month.
- 4.29 If your subscription is cancelled for any reason and you later wish to subscribe to the same

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Action Pack again, you will have to wait until the date on which your monthly subscription would have otherwise ended, then subscribe to the Action Pack again and pay us the monthly subscription charge.

#### **Mobile TV Content – Additional Terms**

- 4.30 V8 Supercars TV live race footage and Horse Racing TV content may differ from the channel content of the television broadcast and may be modified for mobile handsets.
- 4.31 There is a maximum of 15 minutes per viewing session of AFL Footy TV, V8 Supercars TV live race footage, NRL League TV, BigPond Sport TV, BigPond Sport Summer TV and Horse Racing TV.
- 4.32 Due to network capacity restrictions, we may restrict the number of customers who may access the AFL Footy Channel, V8 Supercars TV live race footage, NRL League TV, BigPond Sport TV, BigPond Sport Summer TV and Horse Racing TV at any time.

#### **How you can use Action Pack Content**

- 4.33 All intellectual property rights in Action Pack Content belong to us or the third party licensing us to use the content.
- 4.34 You may only view Action Pack Content in Australia for your own private purposes.
- 4.35 You must not do anything with any of the Action Pack Content which is not expressly authorised under this section (including copying, retransmitting, relaying, selling or broadcasting any part of the Action Pack Content to anyone else) and/or attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this paragraph.

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## **5 Telstra Business Portal - Additional Terms**

### **Licence**

- 5.1 We grant you a non-exclusive, non-transferable, revocable sub-licence to use the Blackberry Applications and applicable user documentation (“**Documentation**”) for your personal use only, subject to these terms and payment by you of the applicable charges.
- 5.2 Subject to applicable laws, we cannot and do not:

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- (a) guarantee or warrant that the Blackberry Applications are free from viruses or other faults; or
- (b) make any warranties, whether express, implied, statutory or otherwise, relating in any way to the Blackberry Applications or Documentation, or your use of the Blackberry Applications or Documentation.

#### **Your use**

- 5.3 You may make no more than one copy of a Blackberry Application and applicable Documentation for back-up purposes, provided that such copies are otherwise subject to these terms.
- 5.4 You are responsible for installing the Blackberry Application on your Blackberry device.
- 5.5 In most cases, we provide helpdesk support for the Blackberry Application. However, in some instances, maintenance and support may be provided by the third party licensor. We may, from time to time, provide you with updates for the Blackberry Application.

#### **Prohibited use**

- 5.6 You must not:
  - (a) sub-license, assign, transfer, pledge, lease, rent, or share your rights to the Blackberry Application or Documentation;
  - (b) modify, enhance, supplement, create derivative works from, reverse assemble, reverse compile, reverse engineer or otherwise translate or reduce to human readable form the Blackberry Application or Documentation;
  - (c) market, distribute, use the Blackberry Application or Documentation as a free or charged service to any third party, disclose or otherwise make available the Blackberry Application or Documentation in any form to any person and/or make any commercial use of the Blackberry Application or Documentation whatsoever; or
  - (d) other than in accordance with these terms, copy the Blackberry Application or Documentation.
- 5.7 You must take all reasonable steps to prevent any of the events in clause 5.6 above occurring and must:
  - (a) immediately notify us if you become aware of any of these events occurring or of

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any other infringement of our rights in relation to the Blackberry Application or Documentation; and

- (b) give us all necessary assistance in connection with any proceedings we may institute relating to such infringement.

#### **Term and Termination**

- 5.8 The term of your licence for a Blackberry Application and Documentation commences when you download the Blackberry Application from the Telstra Business Portal.
- 5.9 Unless we notify you otherwise, you may terminate your licence to a Blackberry Application and Documentation at any time by deleting the Blackberry Application from your Blackberry device. We will not refund you any charges that relate to the period after which you terminate your licence to a Blackberry Application and Documentation. However, you will still be able to access the Blackberry Application until the end of your currently monthly subscription (if applicable).
- 5.10 If you breach any of these terms in respect of a Blackberry Application or applicable Documentation, we may terminate your licence to that Blackberry Application and Documentation.

#### **Intellectual Property**

- 5.11 We, or our licensors, retain all intellectual property rights in the Blackberry Applications and Documentation, and nothing in these terms is intended to transfer any intellectual property rights in any Blackberry Applications or Documentation to you.

#### **Charges**

- 5.12 To download the Blackberry Applications we charge you:
  - (a) any one-off or application content charge you agree to pay to download the application;
  - (b) a monthly subscription fee; and/or
  - (c) data usage charges for downloading, and in some cases, using the content (unless data usage charges do not apply to the specific application being downloaded in which case we will tell you before you purchase the content that data usage charges do not apply),

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as advised to you on your handset before you buy the content.

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## 6 BigPond Photos

### Your obligations

- 6.1 You must have a Telstra mobile service or a BigPond online internet service to register for the BigPond Photos Service (“Service”). You may access the Service using your online internet service or your Telstra mobile service, using a compatible handset.
- 6.2 The Service is only provided to you on your Telstra mobile service while you continue to take the Telstra mobile service to which the Service relates. However, if your Telstra mobile service is cancelled, you will still to be able to access the Service online.
- 6.3 When you register for the Service online you must comply with any terms set out in the BigPond Photos Terms and Conditions at <http://my.bigpond.com/hostingandstorage/photos/default.do?terms=true>
- 6.4 If your Telstra mobile service is connected to the Telstra GSM network, you will only be able to access the Service from your Telstra mobile service via an Internet address which will be sent to your compatible handset upon registration of your mobile number online.
- 6.5 If your Telstra mobile service is connected to the Telstra 3G or Next G networks, you will be able to access the Service from your Telstra mobile service directly via the BigPond Mobile Services portal on your compatible handset upon registration of your mobile number online.
- 6.6 You may upload photos from your compatible handset to your BigPond Photos online album using your compatible handset and manage your BigPond Photos online album using your compatible handset.
- 6.7 You must advise us in a timely manner if you have reasons to suspect that the Service is being used contrary to the applicable terms or the FairPlay Policy.
- 6.8 You acknowledge that no title in the hardware, infrastructure or facilities used by us to deliver the Service passes to you at any time.

### Your Data

- 6.9 “Data” includes all photos, information, data, material, software code, applications, files, text, logos, images, audio, movie clips and/or content in any form placed on our systems

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as a result of providing the Service to you.

6.10 You acknowledge that:

- (a) we may remove Data from the Service at any time if we reasonably determine that you are in breach of the FairPlay Policy or otherwise are in material breach of the applicable terms but will tell you if we do this; and
- (b) you are responsible for any use of the Service using your logon name and password.

6.11 We will archive your Data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will use reasonable endeavours to restore your Data from the last known good archive. Notwithstanding our backup regimes, you must maintain a recent copy of your Data at your premises at all times. You will ensure that all of your Data is accessible by us at the time that a backup is to be carried out for the sole purpose of our backup (including ensuring that files are not locked or in use during this time). You acknowledge that any of your Data that is not accessible by us at the time that a backup is carried out will not be backed up. While we use reasonable care in performing backups, we do not promise that backups will:

- (a) occur on every scheduled occasion;
- (b) be complete; or
- (c) be uncorrupted.

6.12 You are responsible for developing, installing and maintaining your Data. You must have appropriate and compatible equipment, software and internet access to upload your Data to our systems.

6.13 You are solely responsible for any Data you place on the Service and dealing with persons who access your Data (including those with whom you share photo album folders). You must not refer complaints or inquiries in relation to your Data to us.

6.14 If you choose to share your Data with another person on their mobile phone service, their mobile phone service must have a wireless application protocol capability and they must have a data connection (GPRS or 3G) to access your photos.

6.15 You must adopt appropriate measures to ensure the security of your logon name,

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password and Data.

- 6.16 You grant us all rights, consents, permissions and licences necessary to enable us and our subcontractors and suppliers to legally view, copy and store you Data for the sole purpose of performing our obligations under the applicable terms or any law.

#### **Software**

- 6.17 If we provide you with software and terms and conditions accompany the software, then we provide that software to you on the terms and conditions that accompany it. In these instances it is very important that you read and understand those additional terms and conditions.
- 6.18 If we provide you with software and no terms and conditions accompany the software, then:
- (a) we grant you a non-exclusive, non-transferable licence to use the software for the sole purpose of using the Service in accordance with the applicable terms;
  - (b) you must not use, or permit any person to use, the software in any way that is not permitted by the applicable terms; and
  - (c) without limiting clause 4.18(b), you must not:
    - (i) use the software on behalf of, or for the benefit of, any other person; or
    - (ii) disassemble, reverse engineer or create more than one copy of the software (unless you have a statutory right to disassemble, reverse engineer or create more than one copy of the software, in which case you must only do so to the extent permitted by your statutory right).

#### **Storage space**

- 6.19 You will receive up to 20MB free of personal album space. If you require any additional album space, you must purchase additional space from us (if available) and pay the charges set out in the Rate Card for BigPond Online Storage.

#### **Termination**

- 6.20 You may cancel the Service under the applicable terms at any time by notifying Telstra's Customer Service Centre or via BigPond OnLine Self care on BigPond.com. In most cases, the photos in your album will not be deleted immediately and you will be able to retrieve any photos within your album if you reactivate the Service within 30 days.

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However, if you have also registered on BigPond.com for online access to the Service and you subsequently cancel the Service, you may not be able to retrieve any photos within your album even if you later reactivate the Service.

- 6.21 If your Service has been suspended, your account details and Data will be retained but most of the Service features will be disabled.
- 6.22 If your Service has been disconnected or terminated, your account details and Data will be deleted permanently (except for your photos, which will be deleted after 30 days).

#### Maintenance of the Service

- 6.23 If you experience a problem with the Service, you should notify our Customer Service Centre on the number set out on the BigPond website.
- 6.24 We will use all reasonable efforts as soon as possible to rectify any problem notified to us.

#### BigPond Photos Packs

- 6.25 BigPond Photos Packs are available to 3G and Next G postpaid customers only. BigPond Photos Packs are not available to GSM or pre-paid customers. Pics Plus Packs are available to pre-paid customers. Full details of this product are available at [Part B – Pre-Paid Pricing Plans of the Telstra Mobile section](#) of Our Customer Terms.

#### Charging

- 6.26 You will be charged the standard mobile messaging service (MMS) charges applicable to your plan to upload photos to your BigPond Photos online album from your compatible handset in accordance with Part E - SMS and Messaging of the Telstra Mobile section. However, if your Telstra mobile service is connected to the Telstra 3G or Next G network and you have chosen one of the BigPond Photos Pack set out below, you will be charged as follows:

BigPond Photos Pack	BigPond \$5 Photos Pack (GST incl.)	BigPond \$8 Photos Pack (GST incl.)
Monthly charge	\$5.00	\$8.00
Monthly included standard MMS	\$5.00	\$8.00

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<b>Charge for standard MMS to BigPond Photos and BigBlog site in Australia (per recipient)</b>	25¢	MMS provided at no additional charge
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- 6.27 On and from 20 December 2007, you will not incur data usage charges to browse the BigPond Photos online album and BigBlog site from your compatible Telstra 3G or Next G handset.
- 6.28 Any applicable charges will be applied when you send the picture message, irrespective of whether or not the picture message is received.
- 6.29 Unused monthly included picture messages forfeited each month. Included picture messages cannot be used for some picture messages (MMS).

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## **7 BigPond BigBlog**

### **What is BigPond BigBlog on Mobile?**

- 7.1 BigPond BigBlog on Mobile is a service that enables you to access BigBlog sites via your mobile phone.
- 7.2 If your Telstra mobile service is connected to the Telstra 2GSM network, you will only be able to access BigBlog sites from an Internet address which will be sent to your mobile phone upon registration of your mobile number online.
- 7.3 If your Telstra mobile service is connected to the 3G or Next G networks, you will be able to access BigBlog sites directly from the BigPond Mobile portal on your mobile phone upon registration of your mobile number online.
- 7.4 If you are a BigBlog member, you may register your mobile number online and you can then link online up to 5 mobile phone numbers as guests to your BigBlog site so that MMS or SMS posts can be made directly to your BigBlog site from these mobile phones.
- 7.5 Posts are created from within the BigBlog application, or by sending an MMS or SMS to 125 2564 (125blog).
- 7.6 If you are a Telstra mobile customer with a WAP enabled Telstra mobile phone and you have a registered BigBlog site, you can:
  - (a) view and update your BigBlog site on your mobile phone either within the



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BigBlog site or by sending SMS or MMS posts directly from your mobile phone to your BigBlog site;

- (b) upload photos via MMS to your own personal storage area on the BigBlog site;
- (c) view your MMS posts to your BigBlog Photo Gallery on your BigBlog site from your mobile phone;
- (d) view the BigBlog sites of other members and add comments to any posts; and
- (e) send a link for other members to view your BigBlog site;
- (f) view your storage usage details for your BigBlog site from your mobile phone; and
- (g) view and edit some, but not all, settings on your BigBlog site from your mobile phone.

7.7 If you are a Telstra mobile customer and a registered guest of a BigBlog member with an MMS capable mobile phone, you can:

- (a) Upload photos via MMS to that BigBlog member's personal storage area on their BigBlog site; and
- (b) view the BigBlog sites of BigBlog members and add comments to any posts (including, by way of example, viewing a BigBlog member's BigBlog Photo Gallery and any MMS posts you send to that site).

7.8 A person with a WAP enabled mobile phone can view any BigBlog site and add comments to any posts (including, by way of example, viewing a BigBlog member's BigBlog Photo Gallery and any MMS posts that person sends to that site).

#### **Eligibility**

7.9 You can access all the available features of the BigBlog site via your mobile phone if you have:

- (a) an active subscription to a BigPond online internet service;
- (b) a BigPond BigBlog account;
- (c) an active Telstra mobile service connected to either the Telstra 2GSM, 3G or Next

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G networks;

- (d) a WAP, MMS and SMS capable mobile phone; and
- (e) registered online your mobile number in connection with your BigPond BigBlog account.

7.10 A Telstra mobile number may only be linked via the online registration process to one BigBlog site as either the owner or guest of that BigBlog site. If your mobile number is registered as a guest of a BigBlog site, you will not be able to register that same mobile number to your own BigBlog site unless you first de-register as the guest of another member's BigBlog site.

#### Use

- 7.11 When using this service, you must comply with our Acceptable Use Policy for the BigBlog online service available at <http://my.bigpond.com/internetplans/broadband/acceptableuse/>.
- 7.12 We may remove any data or material you post on the BigPond BigBlog site at any time if we reasonably determine that you are in breach of the Acceptable Use Policy or otherwise are in material breach of these terms.

#### Charges

- 7.13 You will not be charged data usage charges to browse and use your BigBlog site from your Telstra 3G or Next G handset.
- 7.14 You will also be charged the standard MMS and SMS rates for any posts you upload via MMS or SMS unless you have a Telstra mobile service connected to the Telstra 3G or Next G networks and you have chosen a BigPond Photos Pack special pricing package, in which case the MMS rates applicable to that pack apply. The details of these packs are set out in clause 6.26 above.

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## 8 BigPond Caller Tones service

### What is the BigPond Caller Tones service?

- 8.1 The BigPond Caller Tones service allows you to personalise the tone that incoming callers hear when they call your handset.

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#### Taking up the BigPond Caller Tones service

- 8.2 You can take up the BigPond Caller Tones service:
- (a) using the BigPond Mobile service on your handset;
  - (b) online at [www.bigpond.com/callertones](http://www.bigpond.com/callertones);
  - (c) by sending an SMS message 'ctones.stop' to 176; or
  - (d) by calling us on 125 111.

You cannot use the BigPond Mobile service on an i-mode handset or device. You have to be a BigPond customer or have a Telstra.com username and password to take up the BigPond Caller Tones service online at [www.bigpond.com/callertones](http://www.bigpond.com/callertones).

#### Eligibility

- 8.3 You can take up the BigPond Caller Tones service if you are a Telstra Mobile postpaid or pre-paid customer and are connected to our GSM, 3G or Next G network.

#### Charges

- 8.4 We charge you the following monthly subscription charge for the BigPond Caller Tones service:

Service	Monthly subscription charge	
	GST excl.	GST incl.
<b>BigPond Caller Tones</b>	\$1.77	<b>\$1.95</b>

The monthly subscription charge is what we charge you for the non-content component of the BigPond Caller Tones service.

- 8.5 We will not charge the monthly subscription charge for the first calendar month for new BigPond Caller Tones service customers for one mobile service.
- 8.6 We charge you the following content charge for BigPond Caller Tones:

Service	Content charge (per item)	
	GST excl.	GST incl.
<b>BigPond Caller Tones</b>		

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	\$3.18	\$3.50
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The content charge is what we charge you for the content component of the BigPond Caller Tones service e.g. music.

- 8.7 We will provide BigPond Caller Tones service customers with one BigPond Caller Tone from a selected range and a default BigPond Caller Tone (for which you do not have to pay us the content charge). You have to pay us the content charge for all other BigPond Caller Tones that you buy.

#### Payment

- 8.8 If you are a post-paid mobile customer, we will add the charges for the BigPond Caller Tones service and BigPond Caller Tones to your bill. If you are a pre-paid mobile customer, we will deduct the charges for the BigPond Caller Tones service and BigPond Caller Tones from your account balance.

#### Spend limit

- 8.9 The amount you can spend on the BigPond Caller Tones service and BigPond Caller Tones is subject to:
- (a) the default spend limit of your Telstra post-paid or pre-paid mobile plan; or
  - (b) any increased spend limit that we have approved.

#### BigPond Caller Tones limit

- 8.10 You can only have thirteen BigPond Caller Tones for each mobile service at a time. These thirteen BigPond Caller Tones are in addition to the default BigPond Caller Tones which we provide you (for which you do not have to pay us the content charge) and the standard network tone.

#### Deleting BigPond Caller Tones

- 8.11 If you delete a BigPond Caller Tone, but later wish to take it up again, you will have to pay us the content charge if you want have that BigPond Caller Tone again.

#### You can cancel BigPond Caller Tones

- 8.12 You can cancel your subscription to the BigPond Caller Tones service at any time by:

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- (a) by sending an SMS message 'ctones.stop' to 176;
- (b) using the BigPond Mobile service on your handset;
- (c) online at <http://bigpond.com/callertones>; or
- (d) by calling us on 125 111.

If you do not tell us to cancel your subscription to the BigPond Caller Tones service, we will continue to charge you the monthly subscription charge.

#### **We can suspend and cancel BigPond Caller Tones**

- 8.13 If you have not paid the monthly subscription fee within 14 days from when it is due, we can suspend your subscription to the BigPond Caller Tones service.
- 8.14 If you still have not paid the monthly subscription fee within 60 days from when it is due, we can cancel your subscription to the BigPond Caller Tones service.

#### **Consequences of cancellation**

- 8.15 If you or we cancel your subscription to the BigPond Caller Tones service, your profile information will be automatically deleted. This includes all your configurations, all of the BigPond Caller Tones that you have purchased, and all of the BigPond Caller Tones which we have provided you (for which you did not have to pay us the content charge).
- 8.16 If you or we cancel your subscription to the BigPond Caller Tones service, but later you wish to take it up again, you will need to take up the BigPond Caller Tones service again and pay us the charges for the BigPond Caller Tones service and BigPond Caller Tones that you buy.

#### **We may send you a regular SMS**

- 8.17 We may send you a free SMS at regular intervals to remind you of the default Caller Tone you have selected. This SMS will also contain a link where you can view the latest and hottest tones, purchase and set your caller tones, and find out about the latest features and promotions.

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## 9 BigPond Music on your Mobile

### Availability

- 9.1 If you have a capable 3G or Next G handset and compatible Telstra SIM, you may use the BigPond Music on your Mobile service on BigPond Mobile Services, which allows you to purchase downloads of audio music tracks (“**Mobile Music Tracks**”) and stream previews of music video and audio music tracks (“**Mobile Music Previews**”) on your handset.
- 9.2 If you are registered with the BigPond Music website, our “Dual Downloads” offer will enable you to download to your PC one copy of any Mobile Music Track you purchase for no further content cost. Alternatively, as part of the Dual Downloads offer, you may also purchase music tracks online on the BigPond Music website which will also be made available for download onto your capable 3G or Next G handset. The Dual Download offer does not apply to Mobile Music Videos.
- 9.3 The Mobile Music Tracks, Mobile Music Videos and Mobile Music Previews available for download may differ depending on your capable 3G or Next G handset. Some handsets may not support the full range of Mobile Music Tracks, Mobile Music Videos and/ or Mobile Music Previews.

### Usage rules

- 9.4 You are only entitled to purchase Mobile Music Tracks and play Mobile Music Previews if you are present in Australia.,
- 9.5 If your first attempt to download a Mobile Music Track is not successful, you may attempt to download the Mobile Music Track again up to 10 times within 5 days from the date of your initial purchase. However, you will only be able to do this if you attempt the download using the same Telstra SIM that you used to make the initial purchase.
- 9.6 If you have purchased a Dual Download track from the BigPond Music website and are accessing the track from your capable 3G handset, if your first attempt to download the Mobile Music Track is not successful, you may attempt to download the Mobile Music Track again up to 10 times within 5 days from the date that you first attempt to download the track onto your handset. For the Terms and Conditions relating to the download of a PC copy of a Mobile Music Track please refer to [www.bigpondmusic.com](http://www.bigpondmusic.com).

### Charges

- 9.7 When you agree to purchase a Mobile Music Track, you will be charged a one-off content

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charge you agree to pay to access or download content.

- 9.8 If, having purchased a Mobile Music Track, you download a PC copy of the music track from the BigPond Music website you must pay any applicable internet downloading charges to locate or access the track.
- 9.9 If you are a post-paid mobile customer, Mobile Music Track purchases made using your mobile will be charged to your eligible Telstra bill. If you are a pre-paid mobile customer, we will deduct the charges for the Mobile Music Track purchases made using your mobile from your account balance.
- 9.10 You will not be charged any applicable mobile browsing or carriage charges to locate or access Mobile Music Tracks, Mobile Video Tracks or Mobile Music Previews.

#### **SMS Subscription Services**

- 9.11 If you have a compatible WAP enabled mobile handset, you may subscribe to one or more SMS Subscription Services, which will allow you to download a Mobile Music Track (“Fresh Track of the Week”) or a Mobile Music Video (“Fresh Video of the Week”) nominated by us each week to your mobile handset.
- 9.12 For each SMS Subscription Service subscribed to, each week subscribers will receive:
- (a) an SMS containing a WAP link to the BigPond Music website, which enables the downloading of the nominated Mobile Music Track (for subscribers to “Fresh Track of the Week”) or Mobile Music Video (for subscribers to “Fresh video of the week”) for that week to their mobile handset (“**notification SMS**”). The WAP link will remain active for 2 weeks from the date of the SMS; and
  - (b) a separate SMS detailing the amount billed to or deducted from the customer’s account (“**billing SMS**”).
- 9.13 For each notification SMS, you will be charged the standard item price for the nominated Mobile Music Track or Mobile Music Video unless:
- (a) you unsubscribe from that particular SMS Subscription Service via the BigPond menu on your handset. A request to unsubscribe from a service takes approximately one business day to process;
  - (b) we cease providing the SMS Subscription Service subscribed to; or
  - (c) if you are a pre-paid mobile customer, your account balance is zero for three

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weeks in a row, in which case you will be unsubscribed from the SMS Subscription Service subscribed to.

#### **Additional terms and conditions**

- 9.14 Your use of the BigPond Music on your Mobile service may be subject to additional terms and conditions set by the person licensing us to use the content. We will notify you when you access the service if this is the case.

#### **Intellectual property**

- 9.15 All intellectual property in the Mobile Music Tracks and Mobile Music Previews belongs to us or the person licensing us to use the content.

- 9.16 You may, for your own personal use:

- (a) play Mobile Music Previews on your mobile handset;
- (b) where you have downloaded a Mobile Music Track and/or a Mobile Music Video to your mobile handset, store and play that Mobile Music Track and/or Mobile Music Video on that handset; and
- (c) in addition to (a) and (b) above, you may download a PC copy of any Mobile Music Track that you purchase as part of the Dual Downloads offer. Where a PC copy is downloaded, the online BigPond Music Terms and Conditions will apply to such download.

- 9.17 You must not:

- (a) do anything with the Mobile Music Tracks that is not expressly authorised under this clause (including reproducing, distributing the Mobile Music Tracks or transferring the Mobile Music Tracks to anyone else); and
- (b) attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this clause 0 or any additional terms that may apply under clause 9.14.

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### **10 Telstra Active Menu**

- 10.1 Telstra Active Menu is a menu interface which complements the standard menu interface on your GSM mobile phone. This service is only available on selected GSM mobile phones.
- 10.2 You will need a Telstra Active Menu capable handset to access the Telstra Active Menu. If your capable handset does not already have the Telstra Active Menu, you may download it by calling us on 125 111.
- 10.3 You will not be charged to download, install and use Telstra Active Menu.
- 10.4 You will be charged standard data carriage rates for connecting to the GPRS networks and browsing or downloading BigPond Mobile Services content.
- 10.5 If you use Telstra Active Menu to access any services, that access will be under the terms of those services, including charging. However, Telstra Active Menu provides a feature which allows you to preview certain content from time to time at no cost.
- 10.6 We may send you updates to Telstra Active Menu over the air at no cost to you.
- 10.7 To uninstall Telstra Active Menu, please see the User Guide for Telstra Active Menu or go to: [www.telstra.com.au/mobiles/products/activemenu](http://www.telstra.com.au/mobiles/products/activemenu).

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### **11 PocketNews**

#### **What is PocketNews?**

- 11.1 PocketNews is an SMS and MMS content service which allows you to receive messages containing news and information on your mobile handset.
- 11.2 To receive PocketNews SMS you must have an SMS compatible handset. To receive PocketNews MMS you must have an MMS compatible handset.

#### **Conditions of access**

- 11.3 Any views expressed in PocketNews are not necessarily ours.
- 11.4 We may change PocketNews topics at any time in our absolute discretion.
- 11.5 The information in PocketNews is owned by third parties, who may have the right to take

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legal action to protect their rights in the information.

- 11.6 You must not supply or make available, or permit anyone else to supply or make available, information from PocketNews to any other person.
- 11.7 To the extent allowed by law, we do not guarantee continuous or fault-free service or the accuracy of the information provided in PocketNews. We make no representations or warranties about PocketNews or the information provided.
- 11.8 If you access PocketNews via the GSM network you may not always be able to view the full story on the BigPond News WAP site by clicking on the URL embedded in the PocketNews SMS or MMS. If you access the BigPond News WAP site, via the GSM network, to view the full story via the URL then you will be charged data charges to browse the BigPond News WAP site.
- 11.9 We collect, use and disclose personal information as set out in our “Protecting Your Privacy” Statement. The current version of our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html).

#### **PocketNews Alerts**

- 11.10 You may subscribe to PocketNews Alerts to receive PocketNews SMS and MMS at either pre-determined regular intervals or at specified times if you subscribe via the Telstra website. Once subscribed, you will continue to receive messages until your subscription is cancelled by you.
- 11.11 You can subscribe to PocketNews Alerts:
- (a) via the Telstra website;
  - (b) via the Alerts WAP site on your 3G or Next G<sup>TM</sup> mobile phone (branded BigPond Alerts); or
  - (c) by sending an SMS to 176 followed by the PocketNews Alert activation code for the PocketNews Alert you wish to subscribe to. The list of activation codes for PocketNews Alerts is available on the Telstra website.

#### **PocketNews On Demand/PocketNews SIM**

- 11.12 You may request PocketNews On Demand content which will be delivered by SMS or MMS via your compatible mobile phone by:

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- (a) accessing the PocketNews menu on your handset; or
- (b) sending an SMS to 176 followed by the request code for the PocketNews content you wish to receive. A full list of request codes is available on the Telstra website.

#### Charges

11.13 We charge you the following for each PocketNews SMS and MMS sent to your mobile phone. These charges will not form part of included calls or included SMS' nominated in your pricing plan. We will take reasonable steps to deliver PocketNews SMS and MMS to your phone. However, in some circumstances the message may be undeliverable because your phone is not working properly, is switched off, is out of range or if the message storage space on the phone is full. In such cases Telstra will be unable to deliver the message. However, you must still pay for each PocketNews SMS or MMS sent to your phone, even if that SMS or MMS is not delivered or received. If a technical difficulty prevents PocketNews sending the message to you, you will not be charged for the missed message.

<b>PocketNews</b>		<b>GST incl.</b>
PocketNews SMS message:		
Data carriage charge		<b>25¢</b>
Content charge		<b>5¢</b>
PocketNews MMS message (per message)		<b>75¢</b>

11.14 You will also be charged 30¢ for each SMS that you send to subscribe and unsubscribe to PocketNews Alerts.

11.15 GSM (2G) customers who access the BigPond WAP site via a URL contained in an SMS or MMS, will be charged data charges to browse the BigPond WAP site.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### **Cancelling PocketNews**

- 11.16 We may cancel or suspend PocketNews at any time in our sole discretion.
- 11.17 We may cancel or suspend your PocketNews service at any time if you breach any of these terms.
- 11.18 You may cancel your subscription to PocketNews Alerts:
- (a) via the PocketNews Alerts page on Telstra's website;
  - (b) via your Telstra 3G or Next G™ mobile phone by going to the Alerts link on the BigPond home tab (branded BigPond Alerts);
  - (c) by sending an SMS to 176 followed by the relevant PocketNews Alert de-activation code (the list of de-activation codes for PocketNews Alerts is available on Telstra's website); or
  - (d) by dialling 125 111 for post paid customers or 1258 880 for prepaid customers (call charges apply).
- 11.19 If we or you cancel your PocketNews service, you must pay all charges incurred up to the date your PocketNews service is cancelled.

**Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)**

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**12 Celebrity & Fashion SMS Subscription Service**

**What is the Celebrity & Fashion SMS subscription service?**

12.1 The Celebrity & Fashion SMS subscription service is an SMS content service which allows you to receive messages containing Celebrity & Fashion information on your mobile handset (“**Celebrity & Fashion Alerts**”).

12.2 To receive Celebrity & Fashion Alerts you must have an SMS compatible handset.

**Conditions of access**

12.3 Any views expressed in a Celebrity & Fashion Alert are not necessarily ours.

12.4 We may change Celebrity & Fashion Alert topics at any time in our absolute discretion.

12.5 The information in Celebrity & Fashion Alerts is owned by third parties, who may have the right to take legal action to protect their rights in the information.

12.6 You must not supply or make available, or permit anyone else to supply or make available, information from Celebrity & Fashion Alerts to any other person.

12.7 To the extent allowed by law, we do not guarantee continuous or fault-free service or the accuracy of the information provided in Celebrity & Fashion Alerts. We make no representations or warranties about Celebrity & Fashion Alerts or the information provided.

12.8 Customers who access the BigPond Celebrity & Fashion WAP site by clicking on the URL embedded in the Celebrity & Fashion SMS will not be charged data charges to browse the BigPond Celebrity & Fashion WAP site.

12.9 We collect, use and disclose personal information as set out in our “Protecting Your Privacy” Statement. The current version of our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html).

12.10 You may subscribe to Celebrity & Fashion Alerts via the BigPond Celebrity & Fashion WAP Site. Once subscribed, you will continue to receive messages until your subscription is cancelled by you.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### Charges

- 12.11 We charge you the following for each Celebrity & Fashion SMS sent to your mobile phone. These charges will not form part of included calls or included SMS's nominated in your pricing plan. We will take reasonable steps to deliver Celebrity & Fashion SMS to your phone. However, in some circumstances the message may be undeliverable because your phone is not working properly, is switched off, is out of range or if the message storage space on the phone is full. In such cases Telstra will be unable to deliver the message. However, you must still pay for each Celebrity & Fashion SMS sent to your phone, even if that SMS is not delivered or received. If a technical difficulty prevents us from sending the message to you, you will not be charged for the missed message.

Celebrity & Fashion Alerts		GST incl.
Celebrity & Fashion SMS message:		
Data carriage charge		25¢
Content charge		5¢

#### Cancelling Celebrity & Fashion Alerts

- 12.12 We may cancel or suspend Celebrity & Fashion Alerts at any time in our sole discretion.
- 12.13 We may cancel or suspend your Celebrity & Fashion Alerts at any time if you breach any of these terms.
- 12.14 You may cancel your subscription to Celebrity & Fashion Alerts via your Telstra 3G or Next G™ mobile phone by going to the the Celebrity & Fashion Alerts link on the BigPond Celebrity & Fashion WAP site.
- 12.15 If we or you cancel your Celebrity & Fashion Alerts, you must pay all charges incurred up to the date your Fashion & Celebrity Alerts are cancelled.

#### Celebrity & Fashion Promotional Alerts

- 12.16 You may agree to accept SMS alerts about promotions, marketing and special offers from our third party promotional partners (“**Promotional Alerts**”) from time to time by opting

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

in to receive Promotional Alerts via the Celebrity & Fashion WAP site on your compatible handset. You may choose to unsubscribe from these Promotional Alerts at any time by contacting us on the number provided in each Promotional Alert. We will not charge you for Promotional Alerts.

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## 13 Whereis and Local Weather (“Location Based Services”)

### What are Location Based Services?

- 13.1 The Whereis service and Local Weather service (“**Location Based Services**”) is accessible via our USSD service. The services provide information on your SMS compatible mobile handset based on your approximate location at the time of your request.

### Availability

- 13.2 The Location Based Services are available to pre and post-paid GSM customers and to post-paid 3G or Next G customers with a compatible handset.
- 13.3 You must have GSM/3G/Next G coverage.

### Privacy

- 13.4 The Location Based Services provides information based on your approximate location at the time you make your search. Your location information is strictly controlled in accordance with our Privacy Statement. The Privacy Statement is available at <http://telstra.com/res/docs/collectionstatement.asp>.

### Whereis

- 13.5 Whereis allows you to request nearby “points of interest”.
- 13.6 Requesting a category displays a summarised list of up to nine points of interest results.
- 13.7 A charge, as set out below, is payable on request. This charge includes viewing all point of interest summary information and full details of each point of interest in the list such as name, address, suburb and phone number.

(Note: in some cases, selection of a category delivers a further list of sub-categories. In such cases, the charge applies to selections you make from that list of sub-categories).

- 13.8 You are also able to request an SMS of a single point of interest’s full details to be sent to

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

your mobile handset for no additional charge.

#### Whereis charges

- 13.9 We charge you the following for the Whereis service on a trial basis. These charges will be valid until 7 September 2004 unless we extend them. These charges will not be included in any included calls or SMS part of your pricing plan.

Whereis	GST excl	GST incl
Charge for selecting one category, that includes viewing all point of interest summary information and full point of interest details.	45.45¢	50¢

- 13.10 We do not charge you when:

- (a) you are simply browsing and not selecting a point of interest;
- (b) there are no point of interest results displayed; or
- (c) there is an error SMS message.

#### Local Weather

- 13.11 Local Weather allows you request a weather forecast. The service provides information on your SMS compatible mobile handset based on your approximate location at the time of your request.

- 13.12 A charge, as set out below, is payable on request. This charge includes viewing the requested information.

- 13.13 You are also able to request PocketNews Alerts for Local Weather to be sent to your mobile handset for a charge as part of our PocketNews service in Part H – Information and Games of the Telstra Mobile section of Our Customer Terms.

#### Local Weather charges

- 13.14 We charge you the following for the Local Weather service on a trial basis. These charges will be valid until 7 September 2004 unless we extend them. These charges will not be included in any included calls or SMS part of your pricing plan.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

Local Weather	GST excl	GST incl
Charge for selecting weather for one location.	27.27¢	30¢

13.15 We do not charge you when:

- (a) you are simply browsing and not selecting a weather forecast; or
- (b) there is an error SMS message.

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## 14 Whereis Everyone

- 14.1 Whereis Everyone allows you to find your own approximate location and the approximate location of other Telstra Mobile customers in Australia. You can also locate points of interest at or near your location.
- 14.2 Note that whilst we refer to locating a person, you are actually locating their mobile phone, and their mobile phone may not be with them.
- 14.3 Whereis Everyone may be used through your Telstra mobile, or via the Whereis Everyone website. However you choose to use it, charges will be billed to the Telstra mobile account you used to register for the service.

### Registering and Inviting friends

- 14.4 Before you can locate anyone, you must first register to the service. You can register for Whereis Everyone via Whereis Everyone on your handset, or via the Whereis Everyone website. In order to register, you must have your mobile phone with you, and be able to receive SMS messages (i.e. switched on, and in a Telstra mobile coverage area). This applies to registration using your handset or the Whereis Everyone website.
- 14.5 Once registered for Whereis Everyone, you can invite people to share their approximate location with you. If and when people accept your invitation they will be added to your list of people, and you can attempt to locate them.
- 14.6 You can also reply via SMS to other people's invitations, to share your approximate location with them. You do not need to be registered for Whereis Everyone to accept such invitations; however you will not be able to see your friend's approximate locations

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

unless you register.

- 14.7 You can only use Whereis Everyone to locate friends who are also Telstra Mobile customers.

#### **Availability**

- 14.8 Whereis Everyone is available to all Telstra Mobile Customers regardless of what type of mobile phone they have.
- 14.9 In order to use the service via your mobile phone you must have a phone with Wireless Application Protocol (WAP) capability.
- 14.10 In order to use the service via a computer, you must have a computer with internet access and web browser. The web browser must be Internet Explorer 6.0 or greater, Firefox 2.0 or greater, or Safari 3.0 or greater.

#### **Accuracy**

- 14.11 There are two ways that Whereis Everyone is able to find the approximate location of a person. By default, their approximate location is found by the “Cell-ID” method. This method uses information from one or more base stations that are in range of the person’s handset. Using this method, the location is usually established within a few seconds. The accuracy depends upon many factors including the number of base stations in the area, the distance between these base stations, and the number of objects that can interfere with and/or reflect signals, such as trees, automobiles and buildings. In high density areas, such as the centre of cities, accuracy can be to within a few hundred metres of the actual position. In rural areas outside population centres the accuracy can be to within several kilometres of the actual position.
- 14.12 The second method is AGPS (Assisted Global Positioning System). You can only use AGPS to find the approximate location of a person if you have a post-paid account, and if the person you are attempting to locate has a handset with the AGPS feature built-in.
- 14.13 When using the AGPS method, the location of a person can often be found to within approximately 50m of the actual position, but this can vary between around 20m to up to 200-300m. Finding the approximate location of a person using AGPS often takes around 30 seconds, but can be up to a minute or even longer. AGPS uses satellites to triangulate the position of a handset and it often does not work in-doors.
- 14.14 If you know that a person has an AGPS handset then you can tell Whereis Everyone to try locating them using AGPS. You do this by going to the Details of that person and

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

clicking on “Attempt to find this person using AGPS”. Note that for privacy reasons, in addition to being able to choose whether or not to be located at all, people with AGPS handsets are able to choose whether or not they allow people to locate them using AGPS (this is done through “My Account - Visibility”).

- 14.15 When attempting to locate someone using AGPS, Whereis Everyone will also attempt to find that person using Cell-ID. Because Cell-ID is faster, you will usually get an approximate location within a few seconds, which may be refined a little time later if and when an AGPS location is successful.
- 14.16 Whichever method is used, Whereis Everyone will give an estimation of the accuracy of the location. When given in words this will be in the form of plus or minus a certain number of metres. On the website, it will be shown on the map as a shaded area. This is only an approximation, indicating that more likely than not, the person is within this area. However, there will be occasional cases where the person is outside this area.
- 14.17 Because of the technical limitations outlined above, Telstra cannot guarantee the accuracy or completeness of location information.

#### **Privacy and security**

- 14.18 We provide you with full control over if and how much information on your location you make available to others. Your privacy is protected in accordance with our Privacy Statement. Our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html).
- 14.19 You can block particular people from obtaining your location using the Whereis Everyone on your mobile, the Whereis Everyone website, or via My Account>Location Preferences on the BigPond Mobile Services portal on your handset. You can also make yourself invisible to all people (this overrides blocking of certain people).
- 14.20 The blocking and invisibility feature is mutual. You can locate a person if you have chosen to be locatable by them, and they have chosen to be locatable by you. Similarly, you cannot locate a person if you have chosen to be unlocatable by them, or they have chosen to be unlocatable by you.
- 14.21 In addition to being able to choose whether or not to be located at all, people with AGPS handsets are able to choose whether or not they allow people to locate them using AGPS (this is done through “My Account - Visibility”).

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

- 14.22 We will send you an SMS at regular intervals to remind you that you have registered for Whereis Everyone. This SMS may also contain additional information about your service, including existing features, new features, promotions, etc. We will not charge you for these reminder SMS. This SMS will also contain a wireless application protocol address ([wap.WhereisEveryone.com.au](http://wap.WhereisEveryone.com.au)) which you can visit at any time to check who your designated friends are.
- 14.23 Your e-mail address will not be given or sold to any outside organization for its use in marketing or solicitation without your consent. Your e-mail address will be used for sending Location Alerts to you where you request them by e-mail. From time to time we may also send you a reminder that you have registered for Whereis Everyone, which may also contain additional information about your service, including existing features, new features, promotions and other information.

#### **Restrictions on use and System Limitations**

- 14.24 Whilst the time that a Location Alert is sent can be set to the nearest minute, Telstra cannot guarantee that the alarm will always be sent exactly at that time. Messages may be delayed by a few seconds or even a few minutes if Telstra systems are heavily loaded.
- 14.25 Whilst Telstra pre-paid customers will be able to request GPS accuracy for locating their own handset, they will be unable to request GPS accuracy when attempting to locate other people. Telstra post-paid customers will be able to request GPS accuracy for themselves and for other people.
- 14.26 You must not use or rely on Whereis Everyone in emergency situations.
- 14.27 Whereis Everyone is not a substitute for proper adult supervision of children or other vulnerable people such as sick or elderly people.
- 14.28 You should not accept an invitation from someone unless you know the person and feel comfortable with them knowing your location.
- 14.29 You must adopt appropriate measures to ensure the security of your handset. If your handset is lost, stolen or misplaced (even for a short period of time) there is a risk that a person may accept an invitation to share your location with them on your behalf without your knowledge. Accordingly, we recommend that you regularly check who your designated friends are. You must also notify our Customer Service Centre immediately if your handset is lost, stolen or misplaced.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### Disclaimer

- 14.30 When you register for Whereis Everyone, you agree to allow us to track your location and provide your location information to people in your list. You reveal your location information through Whereis Everyone at your own risk. We are not liable to you for any use of your location information by people in your list or anyone else who obtains your location information through Whereis Everyone, except where we have accepted liability under the General Terms of Our Customer Terms.

#### Cancelling Whereis Everyone

- 14.31 You can cancel your Whereis Everyone registration at any time from Whereis Everyone on your mobile, sending an SMS “whereis.stop” to 176 from your Telstra mobile, or from the Whereis Everyone website. If you cancel your Whereis Everyone registration, we will delete your list of people.
- 14.32 If you cancel your Whereis Everyone registration, we will stop supplying you the Whereis Everyone service by no later than 6:00pm on the next business day after your request. We will not charge you any charges for Whereis Everyone, including Location Alerts after your cancellation request.
- 14.33 We can cancel your Whereis Everyone registration at any time in accordance with the General Terms of Our Customer Terms.

#### Charges

- 14.34 Charges for Whereis Everyone will not be included in any included calls or SMS part of your pricing plan. Charges are as follows:

Customers who opt for the casual plan:

<b>Whereis Everyone – casual plan</b>	<b>GST excl.</b>	<b>GST incl.</b>
Monthly charge	\$NIL	<b>\$NIL</b>
Charge for each 'Location Search' <small>A 'Location Search' includes a request for your own location, another person's location and the location of a point of interest</small>	\$0.45¢	<b>\$0.50</b>

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

<b>Whereis Everyone – casual plan</b>	<b>GST excl.</b>	<b>GST incl.</b>
Charge for each Location Alert we send you  Location alerts are sent by SMS, and optionally by e-mail as well. The e-mail alert is a no-cost option with the SMS alert.	\$0.27¢	<b>\$0.30</b>

Customers who opt for the monthly subscription:

<b>Whereis Everyone – subscription plan</b>	<b>GST excl.</b>	<b>GST incl.</b>
Monthly charge  Billed on the anniversary of subscribing (i.e. same day each month)	\$2.68	<b>\$2.95</b>
Charge for each 'Location Search'  A 'Location Search' includes a request for your own location, another person's location and the location of a point of interest	\$NIL*	<b>\$NIL*</b>
Charge for each Location Alert we send you  Location alerts are sent by SMS, and optionally by e-mail as well. The e-mail is a no-cost option with the SMS alert.	\$0.27¢	<b>\$0.30</b>

\* Subject to reasonable use policy (see below)

- 14.35 You will not be charged, on either a subscription or casual plan, for a Location Alert if the approximate location of the person cannot be ascertained.
- 14.36 We charge you the standard SMS rate for each SMS you send to 176 to manage your location preferences (for example, to make your location invisible or invisible, or to turn Whereis Everyone on and off).
- 14.37 You may incur data charges when you use Whereis Everyone from your handset. Whether or not you incur data charges will depend upon your handset and mobile service plan. If you incur data charges, the standard Pay-As-You-Go rates applicable to your mobile service apply unless you have selected a Telstra data pack in which case the data pack rates will apply.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### Reasonable Use

- 14.38 Telstra reserves the right to temporarily suspend your service, and in extreme cases to terminate your registration to Whereis Everyone, if it considers your use of Location Searches or Location Alerts to be excessive. Telstra will provide at least one warning via e-mail and/or SMS, before taking such action.

#### Abuse

- 14.39 Telstra reserves the right to temporarily suspend your service, or cancel your registration to Whereis Everyone if it considers you to be abusing the service. Telstra will provide at least one warning via e-mail, SMS, and/or mail before taking such action.
- 14.40 If you perform an abnormally large number of Location Searches on one person, or configure an abnormally large number of Location Alerts on one person, Telstra reserves the right to inform this other person. Telstra will inform you via e-mail, SMS and/or mail if it does this.

#### Billing

- 14.41 If you are a post-paid customer, the charges for your use of Whereis Everyone will appear on your bill. If you are a pre-paid mobile customer, we will deduct the charges for your use of Whereis Everyone from your account balance.

#### Barring access to Whereis Everyone

- 14.42 You can permanently bar access to Whereis Everyone on your mobile service by contacting our Customer Service Centre. This will also result in a bar on access to all wireless application protocol services on your mobile service.

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## 15 SMS Games

### Accessing games

- 15.1 You can access SMS games if you have an SMS compatible handset.
- 15.2 The rules, eligibility requirements and terms governing access to SMS Games may vary from game to game, and may be viewed at [www.telstra.com](http://www.telstra.com).

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### Charges

15.3 We charge you the following for SMS games:

SMS Games	GST excl.	GST incl.
Charge for each SMS sent to play the SMS Game	27.27¢	30¢

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## 16 MobileFun

#### What is MobileFun?

16.1 MobileFun is a service that you can use to personalise your mobile phone by downloading content including logos, colour wallpaper, animated wallpaper, monophonic and polyphonic ringtones, truetones, real tones, video ringtones, video greetings and SMS picture messages to your compatible mobile phone handset.

#### Availability

16.2 You can use MobileFun if you are a post-paid mobile customer on the GSM, 3G or Next G networks or Telstra Pre-Paid Plus customer on the Telstra GSM, 3G or Next G networks. You cannot use MobileFun to send content to another person's mobile phone service.

16.3 You must also have a compatible handset. Not all handsets will be able to receive the content you have requested through this service.

16.4 To request content through this service you can:

- (a) visit the MobileFun website at [www.mobilefun.com.au/](http://www.mobilefun.com.au/) choose your content and then send an SMS request containing the relevant content ID code to 176; or
- (b) access the MobileFun service via the internet pages on your WAP enabled mobile phone; or
- (c) dial #100# using our USSD service from your mobile phone to access the content.

16.5 You can only send MobileFun content to the mobile phone you use to send an SMS request or the mobile phone you use to access the MobileFun service.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

- 16.6 If you request monophonic ringtones, logos or SMS picture messages these will be sent to your phone via SMS.
- 16.7 If you request colour wallpaper, animated wallpaper, polyphonic ringtones, true tones and real tones these will be made available to you for download via BigPond Mobile Services.

#### SMS and BigPond Mobile Services Charges

- 16.8 When you request content by sending an SMS request we charge you your standard rate for SMS.
- 16.9 If your download requires the use of BigPond Mobile Services we will charge you your standard BigPond Mobile Services data charges which can be found in [Part G – Data Services of the Telstra Mobile section of Our Customer Terms](#).
- 16.10 If your mobile phone does not support BigPond Mobile Services we may decide to deliver your content using MMS. If we do this we will not charge you for delivery via MMS.

#### Content Charges

- 16.11 We charge you the following for MobileFun content: -

Content Type	Price per item	
	GST excl.	GST incl.
Monophonic Ringtone		
Logo		
SMS picture message	\$2.68	<b>\$2.95</b>
Colour Wallpaper		
Animated Wallpaper		
Send-A-Greeting	1.36	<b>\$1.50</b>
Video Greeting	\$2.27	<b>\$2.50</b>
Polyphonic Ringtone	\$3.59	<b>\$3.95</b>

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

Content Type	Price per item	
	GST excl.	GST incl.
Realtone	\$4.50	<b>\$4.95</b>
Truetone		

16.12 We will take reasonable steps to deliver content using the MobileFun service. However in some circumstances, these items may be undeliverable due to technological difficulties or because the receiving phone:

- (a) is not working properly;
- (b) is switched off; or
- (c) is not in a mobile service area; or
- (d) is not a compatible handset.

In such cases we will be unable to deliver the material. However you must still pay for all MobileFun content you request from your phone even if the requested material is not delivered or if you choose to discard the material.

16.13 We will try to deliver the material for seven days. If the material cannot be delivered after seven days, the material will be deleted from the Telstra network.

#### Use

16.14 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to your use of the MobileFun service. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

#### Prohibited use

16.15 You cannot use the MobileFun service for the purposes of:

- (a) advertising products or services; or
- (b) resale of MobileFun or other commercial use.

**Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)**

**SMS Subscription Services**

- 16.16 If you have a compatible WAP enabled mobile handset, you may subscribe to one or more SMS Subscription Services, which will allow you to download a Mobile Ringtone (“Tone of the Week”) or a Mobile Wallpaper (“Wallpaper of the Week”) nominated by us each week to your mobile handset.
- 16.17 For each SMS Subscription Service subscribed to, each week subscribers will receive:
- (a) an SMS containing a WAP link to the BigPond tones and pics mobile site, which enables the downloading of the nominated Mobile Ringtone (for subscribers to “Tone of the Week”) or Mobile Wallpaper (for subscribers to “Wallpaper of the Week”) for that week to their mobile handset (“**notification SMS**”). The WAP link will remain active for 2 weeks from the date of the SMS; and
  - (b) a separate SMS detailing the amount billed to or deducted from the customer’s account (“**billing SMS**”).
- 16.18 For each notification SMS, you will be charged the standard item price for the nominated Mobile Ringtone or Mobile Wallpaper unless:
- (a) you unsubscribe from that particular SMS Subscription Service via the BigPond menu on your handset or by calling us on 125 111. A request to unsubscribe from a service takes approximately one business day to process;
  - (b) we cease providing the SMS Subscription Service subscribed to; or
  - (c) if you are a pre-paid mobile customer, your account balance is zero for three weeks in a row, in which case you will be unsubscribed from the SMS Subscription Service subscribed to.

**SMS Alerts**

- 16.19 You may agree to receive SMS alerts about news, promotions, marketing and special offers for MobileFun and related products and services (“**SMS Alerts**”) from time to time by opting in to receive SMS Alerts via the MobileFun service on your compatible handset. You may choose to unsubscribe from these SMS Alerts at any time by contacting us on the number provided in each SMS Alert. We will not charge you for SMS Alerts.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

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## 17 BlueSkyFrog (BSF) for Telstra Service

### Availability

- 17.1 You can use the BSF for Telstra Service if you are a post-paid mobile customer or Telstra Pre-Paid Plus customer on Telstra's GSM, 3G or Next G networks. You must also have a compatible handset. Not all handsets will be able to receive the content you have requested through this service. A list of compatible handsets are available at [http://telstra.blueskyfrog.com/compatible\\_handsets.cfm](http://telstra.blueskyfrog.com/compatible_handsets.cfm) or by calling 1300 737 276. You should check whether your handset is compatible before using the BSF for Telstra Service.
- 17.2 To order content from this service, simply send an SMS request containing the relevant content ID code to 176. Content on the BSF for Telstra Service may only be requested for the mobile service from which you send the SMS request.
- 17.3 The BSF for Telstra Service also comprises a chargeable facility to assist you to replace icons (also known as operator logos) from your handset with the Telstra icon.

### Prohibited use

- 17.4 You cannot use the BSF for Telstra Service for the purposes of:
- (a) advertising products or services; or
  - (b) resale of the BSF for Telstra Service or the content offered by the service, or other commercial use.

### Charges

- 17.5 If you use the chargeable facility to replace an icon (also known as an operator logo) on your handset with the Telstra icon, we charge you \$2.95 (GST incl.) per SMS request to replace. Charges are incurred upon sending the SMS request.
- 17.6 When you send an SMS request for content, we charge you your standard rate for SMS. In addition, if your download also requires the use of WAP (as is the case with colour wallpapers, polyphonic ringtones, truetones, realtones, animated greetings and JAVA games), we will charge you your standard rate for BigPond Mobile Services data usage which can be found in [Part G – Data Services of the Telstra Mobile Section of Our Customer Terms](#).

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

17.7 We charge you the following for the content on the BSF for Telstra Service:

<b>BSF for Telstra</b>	<b>GST excl.</b>	<b>GST incl.</b>
Ringtones, icons, MCards and screen savers downloaded to handsets (per intended item)	\$2.68	<b>\$2.95</b>
Colour wallpaper, polyphonic ringtones, realtones, truetones and animated greetings downloaded to handsets (per intended item)	\$3.59	<b>\$3.95</b>
Standard JAVA games downloaded to handsets (per intended item)	\$5.00	<b>\$5.50</b>
Premium JAVA games downloaded to handsets (per intended item)	\$6.82	<b>\$7.50</b>

17.8 We will take reasonable steps to deliver ringtones, icons, MCards, screen savers colour wallpaper, polyphonic ringtones, realtones, truetones, animated greetings and JAVA games provided using the BSF for Telstra Service. However, in some circumstances, these items may be undeliverable due to technological difficulties or because:

- (a) the receiving phone is not working properly;
- (b) is switched off; or
- (c) is not in a mobile service area or is not compatible with the BSF for Telstra Service.

In such cases we will be unable to deliver the material. However, you must still pay for each request sent from your phone, even if that request is not delivered or received or the material is not successfully delivered.

17.9 We will try to deliver the material for seven days. If the material cannot be delivered after seven days, the material will be deleted from the Telstra network.

**Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)**

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**18 BlueSkyFrog (BSF) for Telstra BigPond Mobile Services Applications**

**Availability**

- 18.1 If you have a BigPond Mobile Services capable GSM, 3G or Next G handset on a post paid or Telstra Pre-Paid Plus mobile service, you can use BlueSkyFrog for Telstra BigPond Mobile Services applications to send ringtones, icons (also known as operator logos), colour wallpaper, polyphonic ringtones, standard Java games and premium Java games to your compatible handset. You cannot send any of this content to another person's mobile phone.
- 18.2 If you have a BigPond Mobile Services capable handset on a Telstra Pre-Paid Plus GSM mobile service, you can use BlueSkyFrog for Telstra BigPond Mobile Services applications to download ringtones or icons (also known as operator logos). You cannot send any of this content to another person's mobile phone.
- 18.3 If you request ringtones or icons these will be sent to your phone via SMS.
- 18.4 If you request colour wallpaper, polyphonic ringtones, standard Java games or premium Java games these will be made available to you for download via BigPond Mobile Services.

**Charges**

- 18.5 We charge you the following for BlueSkyFrog for Telstra BigPond Mobile Services applications are set out below plus our standard BigPond Mobile Services data charges:

<b>BSF for Telstra</b>	<b>GST excl.</b>	<b>GST incl.</b>
Ringtones and icons downloaded to handsets (per intended item)	\$2.68	<b>\$2.95</b>
Colour wallpaper and polyphonic ringtones downloaded to handsets (per intended item)	\$3.59	<b>\$3.95</b>
Standard JAVA games downloaded to handsets (per intended item)	\$5.00	<b>\$5.50</b>
Premium JAVA games downloaded to handsets (per intended item)	\$6.82	<b>\$7.50</b>



### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

BigPond Mobile Services charges are set out in [Part G – Data Services of the Telstra Mobile section of Our Customer Terms](#).

- 18.6 Charges for BlueSkyFrog BigPond Mobile Services applications are based on content downloaded, whether or not they have been successfully delivered. This means that we still charge you if the person you are sending the material to:
- (a) has not turned on their handset; or
  - (b) is not in a mobile service area; or
  - (c) does not have a compatible handset; or
  - (d) no longer has a Telstra mobile phone or other mobile phone capable of receiving
  - (e) the content; or
  - (f) elects to discard the content.
- 18.7 If you have requested a ringtone or icon, we still charge you when you request the content.
- 18.8 If you have requested colour wallpaper, polyphonic ringtone, standard or premium Java game, we charge you when you request the content. However, if the content cannot be successfully downloaded the first time, you will have 5 days to try to successfully download the content. In this instance, we do not charge you for the content again but standard BigPond Mobile Services data charges will apply.

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## 19 Our “Who Wants To Be A Millionaire?” Game

### Eligibility

- 19.1 You can play our Who Wants To Be A Millionaire? Game if you:
- (a) have a post-paid mobile service;
  - (b) have a BigPond Mobile Services compatible handset; and
  - (c) are connected to our mobile networks (including if you use GPRS).

**Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)**

**Rules**

- 19.2 The rules and terms and conditions for the Telstra Who Wants To Be A Millionaire? Games are available at [www.telstra.com](http://www.telstra.com).

**Charges**

- 19.3 When playing the Game, we charge you:
- (a) the standard BigPond Mobile Services charges set out in Part G – Data Services of the Telstra Mobile section of Our Customer Terms; and
  - (b) an additional charge of 10 cents (GST incl) for each answer sent.

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**20 BigPond Apps**

**Availability**

- 20.1 If you have a BigPond Mobile Services capable and compatible 3G or Next G handset and SIM on a post paid or pre-paid Telstra mobile service, you can purchase and download applications from BigPond Apps to your handset.
- 20.2 If you purchase or use a Java application from BigPond Apps, your purchase or use is also subject to the ‘Java applications’ section of [Part G – Data Services of the Telstra Mobile Section of Our Customer Terms](#). To the extent that there is any inconsistency between the ‘Java applications’ section in Part G and this section, the terms of this section will prevail.

**Charges**

- 20.3 You will not incur any data usage charges for browsing BigPond Apps from your compatible handset, or for downloading BigPond Apps applications to your compatible handset, provided that your handset has a 3G or Next G compatible Telstra SIM.
- 20.4 We charge you the following for applications purchased from BigPond Apps:

Application type	GST excl.	GST incl.
Budget - No network usage	\$4.55/\$2.73	\$5.00/\$3.00



### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

Application type	GST excl.	GST incl.
Budget - Network usage	\$2.73	\$3.00
Standard - No network usage	\$6.36	\$7.00
Standard - Network usage	\$4.55	\$5.00
Premium - No network usage	\$9.09	\$10.00
Premium - Network usage	\$6.36	\$7.00

'Network usage' means the application will use the Telstra 3G or Next G network to download and/or upload data during operation. 'No network usage' means the application is downloaded once and then operates without accessing the network again.

20.5 We charge you when you request the content. After the charge is incurred, a link will be provided which allows you to download the purchased application to your handset. You have 5 days to download the application once you have requested the content.

20.6 Some applications will require you to download and/or upload additional data to/from your handset after they have been downloaded. Unless otherwise specified, standard BigPond Mobile Services data charges will apply to this use. The application will inform you when it attempts to access the network to use data.

#### Payment Methods

20.7 For customers with a post paid mobile service, the charge for requesting content will be added to your mobile bill.

20.8 For prepaid customers, the charge for requesting content will be deducted from your prepaid account balance.

20.9 If we introduce procedures by which you can purchase vouchers for use with BigPond Apps, you may use a voucher to request content in accordance with these procedures.

#### Undeliverable items

20.10 We will take reasonable steps to deliver applications purchased from BigPond Apps to your compatible handset. However, in some circumstances, these items may be undeliverable due to technological difficulties or because your handset:

- (a) is not working properly;

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- (b) is switched off; or
- (c) is not in a mobile service area or is not compatible with the BigPond Apps service.

You will have 5 days to reattempt to download the application after requesting it. In this instance we do not charge you for the content again, but standard BigPond Mobile Services data charges will apply. To download the application again, go to the My Downloads menu item within BigPond Apps.

- 20.11 You must pay for each request to purchase BigPond Apps applications sent from your handset, even if that request is not delivered or received or the material is not successfully delivered.

#### Usage Terms

- 20.12 Applications purchased from BigPond Apps may only be used on the handset to which they are originally downloaded. You cannot send BigPond Apps applications to another handset. If you upgrade to another handset, you cannot transfer your BigPond Apps applications to the new handset.
- 20.13 If you delete a BigPond Apps application you will not be refunded any part of the content or data charges associated with downloading that application.
- 20.14 After purchasing an application, you may receive marketing materials relating to that application, or other BigPond content from Telstra or BigPond, from time to time.
- 20.15 BigPond Apps applications are not developed by BigPond. Any intellectual property rights associated with a BigPond Apps application remain with the developer of that application.
- 20.16 To the extent allowed by law, BigPond is not liable for any damage caused to you as a result of downloading or using a BigPond Apps application.

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## 21 BigPond TV on Mobile Terms and Conditions

### What is BigPond TV on Mobile?

- 21.1 BigPond TV on Mobile allows you to view linear (continuous) channels, video on demand (short video clips, episodes of television shows, cartoons) and other video content on your

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

mobile handset.

#### **Eligibility**

21.2 You can have BigPond TV on Mobile if you:

- (a) are a Telstra mobile post-paid or pre-paid customer;
- (b) are connected to Telstra's 3GSM or Next G™ network; and
- (c) have a compatible approved 3G or Next G mobile handset.

21.3 If you wish to access Premium Content (Over 18), you must be over 18 years of age and will be subject to our age verification restricted access procedure.

#### **Coverage**

21.4 You must be in a Telstra 3G or Next G coverage area to access BigPond TV on Mobile.

21.5 The coverage area of Telstra's 3G or Next G networks may not be equal to the coverage area of its GSM or GPRS networks. For the latest coverage information, see [Our Coverage Maps](#).

#### **Viewing restrictions**

##### *Linear (Continuous) Channels*

21.6 We may impose a viewing limit of a maximum of 300 minutes per month for linear (continuous) channel broadcast when you purchase a monthly subscription, or a maximum of 200 minutes per day when you purchase a day pass.

21.7 Depending on network capacity, we may apply a maximum of 15 minutes per viewing session for linear (continuous) channels. We may also, from time to time, due to network capacity restrictions, restrict your access to a linear (continuous) channel. If that is the case, we will use reasonable efforts to give you access as soon as possible.

##### *Video on Demand*

21.8 If you have subscribed to a video on demand subscription package, you are entitled to view a certain number of episodes or clips. Once you have viewed all the episodes or clips that make up your subscription package, you may purchase clips on a pay per clip, or pay per episode basis, or you may upgrade your subscription package. If you have not accessed all the content included in your subscription package in the relevant viewing

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period, you cannot carry these forward to the next subscription period.

21.9 You have 3 days to view an episode from the time you:

- (a) purchase that episode on a pay per view basis; or
- (b) commence viewing that episode as part of your monthly subscription.

21.10 You have 24 hours to view a single clip from the time you:

- (a) purchase that clip on a pay per view basis; or
- (b) commence viewing that clip as part of your day pass or monthly subscription.

#### **Viewing BigPond TV on Mobile**

21.11 You can view BigPond TV on Mobile by pressing the BigPond button on your handset and then selecting the BigPond TV link. You can also access it using the MyPlace client on your handset or by selecting the TV and video options through the various Sport and News links on your handset.

#### **Charges & Access**

21.12 When you agree to view BigPond TV on Mobile, we will charge you:

- (a) (monthly video on demand subscription) a monthly fee, which will give you access to a certain number of episodes and/or clips on BigPond TV on Mobile, depending on the subscription fee you chose, for one month from the day you subscribe; or
- (b) (pay per view clips) a once-off fee, which will give you access to one clip on BigPond TV on Mobile in the 24-hour period from the time you subscribe; or
- (c) (pay per view episodes) a once-off fee, which will give you access to one episode on BigPond TV on Mobile in the 3 day period from the time you subscribe; or
- (d) (month pass for a linear (continuous) channel) a monthly fee, which will give you access to one or more of the BigPond TV on Mobile linear (continuous) channels for one month from the day you subscribe; or
- (e) (day pass for a linear (continuous) channel) a once-off fee, which will give you access to one of the BigPond TV on Mobile linear (continuous) channels (such as

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

AFL TV or Live News Channel) until 12.00 am the following day; or

- (f) (BigPond TV Action Pack - month pass to linear (continuous) channel & video on demand) a monthly fee, which will give you access to a certain genre of episodes and/or clips on BigPond TV on Mobile and access to one of the BigPond TV on Mobile linear (continuous) channels for one month from the day you subscribe; or
- (g) (BigPond TV Action Pack – day pass to linear (continuous) channel & video on demand) a once-off fee, which will give you access to a certain genre of episodes and/or clips on BigPond TV on Mobile and access to one of the BigPond TV on Mobile linear (continuous) channels until 12.00 am the following day.

21.13 The fee for a monthly content subscription, pay per view episode or clip, day pass or month pass will depend on the subscription package, episode or clip that you choose.

21.14 We will advise you of the fee that we will charge you for access to BigPond TV on Mobile on your handset before you agree to subscribe or purchase it. We will still charge you even if you do not watch BigPond TV on Mobile during your subscription period.

#### Data charges

21.15 We will not charge you our standard data usage charges for viewing content on BigPond TV on Mobile.

21.16 You may be charged standard data charges each time you leave the mobile TV client and view a WAP browser page.

#### Changing your monthly subscription

21.17 If you downgrade your monthly subscription to BigPond TV on Mobile, the change will take effect at the end of your current monthly subscription and, until then, you will still be able to view the content on your current monthly subscription package. However, we will not refund you the charges (or any part of them) that we have already charged you for your monthly subscription. If you upgrade your monthly subscription to BigPond TV on Mobile, the change (including the increase in charges) will take effect immediately.

#### How you can use BigPond TV on Mobile

21.18 All intellectual property rights in the content on BigPond TV on Mobile belongs to us, or the person licensing us to use the content.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

21.19 You may, for your own private purposes only, view the content on BigPond TV on Mobile on your mobile handset.

21.20 You must not:

- (a) do anything with the content on BigPond TV on Mobile that is not expressly authorised under this paragraph (including copying, retransmitting, relaying, selling or broadcasting the content on BigPond TV on Mobile to anyone else); or
- (b) attempt to circumvent or modify any technological measure (such as digital rights management software on your mobile handset) used to apply the terms set out in this paragraph.

Only for use in Australia

21.21 You may only use BigPond TV on Mobile in Australia. If you use BigPond TV on Mobile outside Australia via our international roaming service (which we do not authorise you to do), you will be charged the international roaming charges set by the overseas network operator on whose network you are roaming.

#### **You can cancel your subscription to BigPond TV on Mobile**

21.22 You can cancel your subscription to BigPond TV on Mobile by:

- (a) using the 'My Purchases' function via 'My Account' on the BigPond Mobile Services menu on your handset; or
- (b) calling us on 125111 or 1258880 for pre-paid customers (charges apply).

21.23 If you do not tell us to cancel your subscription, we will continue to charge you the monthly subscription charge.

#### **We can suspend BigPond TV on Mobile or cancel your subscription**

21.24 In addition to any suspension rights we may have under the General Terms, we may suspend BigPond TV on Mobile or cancel your subscription immediately if:

- (a) we no longer have the licences to provide the BigPond TV on Mobile content; or
- (b) you use BigPond TV on Mobile in a way that is prohibited under these terms.

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

#### **What you pay if your subscription is cancelled**

- 21.25 If your subscription is cancelled for any reason, you must pay us the charges for your use of BigPond TV on Mobile as well as any other fees or charges for which you are liable to the date your subscription is cancelled.

#### **Consequences of suspension or cancellation**

- 21.26 If we suspend or cancel BigPond TV on Mobile for any reason (other than your breach), your charges will be reduced in proportion to the number of days remaining in the month on which BigPond TV on Mobile is supplied.
- 21.27 If you cancel your subscription, you will still be able to access BigPond TV on Mobile until the end of your current monthly subscription (“**Subscription Period**”) and we will charge you the subscription charges until the end of the Subscription Period.
- 21.28 If your subscription is cancelled for any reason and you later wish to subscribe to BigPond TV on Mobile again, you will have to wait until the date on which your monthly subscription would have otherwise ended, then subscribe to BigPond TV on Mobile again and pay us the monthly subscription charge.

#### **Changes to BigPond TV on Mobile**

- 21.29 We may, from time to time, change the content on BigPond TV on Mobile without telling you beforehand.
- 21.30 We may, from time to time, add new BigPond TV on Mobile subscription packs and withdraw or change existing BigPond TV on Mobile subscription packs. Where we have withdrawn an existing BigPond TV on Mobile subscription package, we may transfer you to an alternative BigPond TV on Mobile subscription package. If we do, we will notify you.

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## **22 BigPond Games**

#### **Availability**

- 22.1 If you have a BigPond Mobile Services capable and compatible 3G or Next G handset and SIM on a post paid or pre-paid Telstra mobile service, you can purchase and download games from BigPond Games to your handset.
- 22.2 If you purchase or use a Java application from BigPond Games, your purchase or use is

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

also subject to the 'Java applications' section of [Part G – Data Services of the Telstra Mobile Section of Our Customer Terms](#). To the extent that there is any inconsistency between the 'Java applications' section in Part G and this section, the terms of this section will prevail.

#### **Charges**

22.3 You will not incur any data usage charges for browsing BigPond Games from your compatible handset, or for downloading BigPond games to your compatible handset, provided that your handset has a 3G or Next G compatible Telstra SIM.

22.4 When you request a BigPond game, we will charge you:

- (a) A once-off content fee to download the game; or
- (b) A fee to play the game.

We may also charge you a fee to download additional game levels for a game you have already requested.

22.5 We charge you when you request the content. After the charge is incurred, a link will be provided which allows you to download the purchased game to your handset. You have 5 days to download the game once you have requested the content.

22.6 Some games will require you to download and/or upload additional data to/from your handset after they have been downloaded. Unless otherwise specified, standard BigPond Mobile Services data charges will apply to this use. The game will inform you when it attempts to access the network to use data.

#### **Payment Methods**

22.7 For customers with a post paid mobile service, the charge for requesting content will be added to your mobile bill.

22.8 For prepaid customers, the charge for requesting content will be deducted from your prepaid account balance.

22.9 If we introduce procedures by which you can purchase vouchers for use with BigPond Games, you may use a voucher to request content in accordance with those procedures.

#### **Undeliverable items**

22.10 We will take reasonable steps to deliver games purchased from BigPond Games to your

### Part H – BigPond Mobile Services (previously known as Telstra Active or WAP)

compatible handset. However, in some circumstances, these items may be undeliverable due to technological difficulties or because your handset:

- (a) is not working properly;
- (b) is switched off; or
- (c) is not in a mobile service area or is not compatible with the BigPond Games service.

You will have 5 days to reattempt to download the game after requesting it. In this instance we do not charge you for the content again. To download the game again, go to the Games and Alerts menu item within BigPond Games. If you do not download the game within 5 days then you will be charged for the content again if you request it again.

#### Usage Terms

- 22.11 Games purchased from BigPond Games may only be used on the handset to which they are originally downloaded. You cannot send BigPond games to another handset. If you upgrade to another handset, you cannot transfer your game to the new handset.
- 22.12 If you delete a BigPond game you will not be refunded any part of the content or data charges associated with downloading that game.
- 22.13 After purchasing a game, you may receive marketing materials relating to that game, or other BigPond content from Telstra or BigPond, from time to time.
- 22.14 BigPond games are not developed by BigPond. Any intellectual property rights associated with a BigPond game remain with the developer of that game.
- 22.15 To the extent allowed by law, BigPond is not liable for any damage caused to you as a result of downloading or using a BigPond game.