

Part G – Data Services

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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.

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](#).

2 General Conditions for Data Services

General

2.1 Our data services give you wireless access to a range of information services.

2.2 If you connect a post-paid service from 19 June 2003, you will automatically receive access to a number of data services including:

- Multi-media Messaging Service (“MMS”);
- BigPond Mobile Services (previously known as Telstra Active or WAP);
- Circuit switched data access;
- GPRS data access if you connect with a compatible SIM;
- 3G and HSDPA data access if you connect with a compatible SIM; and
- any other data service as we determine from time to time.

unless you connect using an i-mode handset.

2.3 If you connect to a pre-paid service from 6 April 2005, you will automatically receive access to a number of data services including:

- (a) Multi-Media Messaging Service (“MMS”);
- (b) BigPond Mobile Services (previously known as Telstra Active or WAP);
- (c) Circuit switched data access;

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- (d) GPRS data access if you connect with a compatible SIM; and
- (e) any other data service as we determine from time to time.

unless you connect using i-mode handset.

- 2.4 You must have a compatible handset or mobile device to use these data services on the Telstra mobile network.
- 2.5 The data services will be charged on a 'Pay As You Go' basis, unless you choose a monthly plan (if available) on the applicable application form or contact Telstra Customer Service on 125 111 to ask for a different charging option.
- 2.6 You can ask that we remove any or all of the data services from your mobile service by contacting Telstra Customer Service on 125 111.

Equipment and software

- 2.7 You must provide and maintain your equipment and software needed to use our data services, and are responsible for the security and integrity of your data.

Accessing information

- 2.8 Your ability to use and download information and use interactive applications depends on:
 - (a) the features and functionality of your handset or device; and
 - (b) the nature and quality of the information being accessed; and
 - (c) the nature of packet based transmission systems. Packet based transmission systems are used on our mobile networks. These systems are at times subject to congestion, delays and loss.
- 2.9 Due to the factors set out above, although we will use reasonable care and skill in providing these services, we do not promise that your particular handset will always be able to access information on the Internet or elsewhere.
- 2.10 You will only be able to access content using our networks if you meet all necessary pre-conditions set by the content provider.

Content on information services

- 2.11 We are not responsible for the content of information services provided by third parties. We are under no obligation to monitor or censor the material generated by users of information services, although we may do so.

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Conditions of use

- 2.12 You must not use our data services to:
- (a) commit an offence or allow anybody else to do so;
 - (b) breach any content requirement, regulation or code of practice of any relevant authority;
 - (c) make obscene, threatening or defamatory remarks, or incite hatred of people; or
 - (d) abuse, threaten or embarrass anyone.
- 2.13 You must not post or transmit to an information service any material which you know or suspect may contain a virus or other harmful component.
- 2.14 You must not delete any author acknowledgments, legal notices, proprietary designations or labels in any file that is uploaded to an information service.
- 2.15 You must not download any file posted by any other user of an information service if you know, or should know, that the file cannot legally be distributed in such a manner.
- 2.16 You give us the irrevocable, non-exclusive, world-wide and royalty free right to copy and adapt any material you generate through use of an information service. This right applies to the extent necessary to provide the information service, or to promote the information service or any of our other services.

Charging

- 2.17 We determine whether you are a GSM, 3G or Next G customer based upon the device you purchase at the point of activation, or if you do not purchase a device at the point of activation, on information you supply us as to whether the handset you will be using to access your Telstra Mobile service is a GSM, 3G or Next G device. Your data usage charges are determined by your mobile plan, whether you are a GSM, 3G or Next G customer, and whether or not you choose to purchase a data pack to use in conjunction with your mobile service. Your data usage charges are not determined by the underlying network you are accessing at any particular time. For example, 3G and Next G devices are generally also GPRS compatible. If you are a 3G or Next G customer, and you access GPRS when you are outside 3G or Next G coverage but within GSM coverage, you will still be charged at 3G or Next G data usage rates rather than at GPRS rates.

International roaming

- 2.18 If you use a Mobile Service while you are overseas you will be charged standard international roaming data charges. These charges are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobiles section of Our Customer Terms.

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To see the international roaming charges – home and family customers [click here](#); business and government customers [click here](#).

3 GPRS (General Packet Radio Service)

What is GPRS?

3.1 GPRS provides you with packet switched data capabilities over the GSM network.

Availability

3.2 You can use GPRS if you are a post-paid or pre-paid GSM, 3G or Next G customer with a compatible handset configured for GPRS.

BigPond Mobile Services (previously known as Telstra Active or WAP) and IP WAN terms

3.3 The BigPond Mobile Services terms below in this Part also apply to BigPond Mobile Services data usage using the GPRS network to support the BigPond Mobile Services content service. The IP WAN terms set out in the [IP Solutions section](#) of Our Customer Terms apply to IP WAN calls over the GPRS, 3G and Next G networks.

Handsets or devices

3.4 You can only use a handset or device which is approved by us as suitable to access the GPRS network. Some handsets, and in particular pre-paid handsets sold by Telstra, are locked to the Telstra network. Such handsets or devices are programmed to operate only with a Telstra SIM card. You must pay us a \$50 re-programming fee if you wish to use a locked GPRS pre-paid handset on another network. We make no promises about the performance or suitability of your GPRS handset or device on another phone company’s network.

Charges – post-paid services

Pay as you go (PAYG) option

3.5 When you use the GPRS network with a GPRS compatible device and a Telstra SIM card, we charge you the following charges (unless you take up a monthly subscription or a monthly data bundles option). The session fee is payable every time you access the service. After each 24 hours of continuous connection, we charge you an additional session fee.

GPRS PAYG option	GST excl.	GST incl.
Session fee	20¢	22¢

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GPRS PAYG option	GST excl.	GST incl.
For each kilobyte sent or received in a particular session (per kilobyte)	2.0¢	2.2¢

When calculating data volumes:

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

Charges – monthly subscription option

- 3.6 If you take up a monthly subscription option, we charge you the following charges. Any volume of data included in a monthly subscription fee which remains unused at the end of a relevant month will not roll over for use in the next month. Included data amounts cannot be shared across services on an account. The monthly subscription option is available to GSM customers only. It is not available to 3G and Next G customers

Monthly subscription Fee		Volume of data included in monthly subscription fee	Charge for usage (per KB) above monthly subscription volume – at all times	
GST excl	GST incl		GST excl	GST incl
\$4.54	\$5.00	0.25MB	1.81¢	2.00¢
\$13.63	\$15.00	1MB	1.36¢	1.50¢
\$22.72	\$25.00	2MB	1.136¢	1.25¢
\$50.00	\$55.00	5MB	1.00¢	1.10¢
\$77.27	\$85.00	10MB	0.7272¢	0.80¢

When calculating data volumes:

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

Monthly data bundles option

(Not available for new connections on and from 13 September 2005)

- 3.7 If you take up a monthly data bundles option, we charge you the following charges. You are only eligible for monthly data bundles option if you have an existing Corporate Rate Plan, Corporate Net Rate Plan or Telstra Government Plan. You must request this pricing on or after 28 January 2004 but on or before 30 June 2004.

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Monthly data bundle amount		Volume of packet-switched data included in monthly data bundle amount	Charge for packet-switched data usage (per KB) above monthly data bundle volume – at all times	
GST excl	GST incl		GST excl	GST incl
\$4.54	\$5.00	0.5MB	1.09¢	1.20¢
\$9.09	\$10.00	1.0MB	0.909¢	1.00¢
\$36.36	\$40.00	6MB	0.60¢	0.66¢
\$63.64	\$70.00	13MB	0.50¢	0.55¢
\$90.90	\$100.00	20MB	0.4545¢	0.50¢
\$136.36	\$150.00	32MB	0.409¢	0.45¢

When calculating data volumes:

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

3.8 Any volume of data included in a monthly data bundles amount which remains unused at the end of a relevant month will not roll over for use in the next month.

3.9 Included data amounts in a monthly data bundle cannot be shared across services on an account.

Corporate Mobile Data Bundles option - GPRS

3.10 If you take up a Corporate Mobile Data Bundle option- GPRS, we charge you the following charges. You are only eligible for this offer if you have a new or an existing Corporate Rate Plan, Corporate Net Rate Plan, Telstra Government Plan, Telstra Government Program Plus or a Telstra Mobile Data Voice Plan. You must request this pricing on or after 13 September 2005. The Corporate Mobile Data Bundles option is available to GSM customers only. It is not available to 3G and Next G customers.

Corporate Mobile Data Bundle amount		Volume of packet-switched data included in Corporate Mobile Data Bundle amount	Charge for packet-switched data usage (per KB) above Corporate Mobile Data Bundle volume - at all times	
GST excl	GST incl		GST excl	GST incl
\$4.55	\$5	1 MB	0.45¢	0.50¢

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Corporate Mobile Data Bundle amount		Volume of packet-switched data included in Corporate Mobile Data Bundle amount	Charge for packet-switched data usage (per KB) above Corporate Mobile Data Bundle volume - at all times	
GST excl	GST incl		GST excl	GST incl
\$9.09	\$10	3 MB	0.30¢	0.33¢
\$26.36	\$29	15 MB	0.18¢	0.20¢
\$44.55	\$49	100 MB	0.045¢	0.05¢

When calculating data volumes:

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

- 3.11 Any volume of data included in a monthly data bundles amount which remains unused at the end of a relevant month will not roll over for use in the next month.
- 3.12 Included data amounts in a monthly data bundle cannot be shared across services on an account.
- 3.13 Included calls - for post-paid services only
- 3.14 The following charges may be included in the included calls component of your voice plan.

PAYG pricing option	any charges
Monthly Subscription pricing option	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
Monthly Data Bundles	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
Corporate Mobile Data Bundles - GPRS	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)

Mobile data voice plan

- 3.15 You are only eligible for the Mobile data voice plan if you have an ABN, ACN or ARBN and you are also taking up a Corporate Mobile Data Bundle GPRS option or such other promotion as we specify from time to time.

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3.16 If you are connected to the Mobile data voice plan, you are not entitled to enter into a Mobile Repayment Option.

3.17 If you are connected to the Mobile data voice plan, we charge you the following charges:

Mobile Data Voice Plan	GST excl.	GST incl.
Call Charges – these call charges apply at all times		
Calls to an Australian fixed or mobile number		
On connection	22.7272¢	25¢
Per 30 second block or part thereof	38.6363¢	42.5¢

Charges – pre-paid services

(a) Pay-as-you-go (PAYG) Option

3.18 Pre-paid access to GPRS is available to GSM customers and 3G and Next G customers if the 3G or Next G device is GPRS compatible. If you activated your Telstra Pre-Paid service before 4 November 2008 and have not changed to one of our offers for new activations and transfers on and from 4 November 2008 (set out in clause 12.1 of Part C - Special Promotion of Our Customer terms), and you have a GSM service when you use the GPRS network, the charge set out below applies:

GPRS PAYG option	GST excl.	GST incl.
Per kilobyte sent or received in a particular session.	1.98¢	2.2¢

No flagfall charges or session fees apply.

When calculating data volumes:

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

If you have a 3G or Next G service, when you use the GPRS network the charges set out in section 4.38 below apply.

3.19 If you activated your Telstra Pre-Paid service on or after 4 November 2008 or have changed to one of our offers for new activations and transfers on and from 4 November 2008 (set out in clause 12.1 of Part C - Special Promotion of Our Customer terms), and you have a GSM service when you use the GPRS network, the charge set out below applies:

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GPRS PAYG option – post-3 November	GST excl.	GST incl.
Per kilobyte sent or received in a particular session.	0.1776¢	0.1953¢

No flagfall charges or session fees apply.

When calculating data volumes:

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

If you have a 3G or Next G service, when you use the GPRS network the charges set out in section 4.38 below apply.

(b) Browse Plus Pack Option

- 3.20 If you activated your Telstra Pre-Paid service on or after 12 September 2006, or choose to transfer to the charges applicable to customers who activated from this date, you can purchase a Browse Plus Pack. Full details of this option are set out in [Part C – Special Promotions of the Telstra Mobile section](#) of Our Customer Terms.

4 3G and HSDPA (High Speed Downlink Packet Access)

What is HSDPA?

- 4.1 Standard 3G data capabilities are available on our 3G and Next G networks. HSDPA capability is available only our Next G network.
- 4.2 3G and HSDPA provides you with packet switched data capabilities over the 3G and Next G networks.

Availability

- 4.3 You can use 3G if you are a post-paid or pre-paid customer on the 3G network with a compatible handset configured for 3G. You can use 3G or HSDPA if you are a post-paid customer on the 3G network or a post-paid or pre-paid customer on the Next G network with a compatible handset configured for 3G or HSDPA.

BigPond Mobile Services (previously known as Telstra Active or WAP)

- 4.4 The BigPond Mobile Services terms in this Part and Part H apply to BigPond Mobile Services data usage which rely on 3G or HSDPA capabilities to access BigPond Mobile Services.

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Handsets or devices

- 4.5 You can only use a handset or device which is approved by us as suitable to access 3G or HSDPA capabilities. Such handsets or devices will operate only with a compatible SIM card. We make no promises about the performance or suitability of your handset or device on another phone company’s network.

Charges - post-paid services

(a) Pay-as-you-go (PAYG) option

- 4.6 If you use 4G or 3G capabilities on a pay-as-you-go basis, the data usage charges will apply in accordance with your plan’s standard rates and charges. These data charges also apply if your device is also GPRS compatible, and you use GPRS capabilities outside of a 4G or 3G coverage area, but within GSM coverage.

No flagfall charges or session fees apply.

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
 - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- 4.7 If you are a Telstra Mobile Phone Plan or Telstra Mobile Business Phone Plan customer and access 4G, 3G or GPRS capabilities with your mobile , you will use your Monthly Data Allowance before any pay-as-you-go charges apply.

(b) Data Packs (formerly known as “monthly browsing packs”)

- 4.8 Voice & Data Packs (formerly known as “monthly browsing packs”) include a monthly voice and data allowance for 4G, 3G, HSDPA or GPRS data usage and a discounted rate for data usage above the included monthly data allowance, as set out in the charges table below. This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans (except for the Telstra Business Fleet Plus Plans) if they have a 10-digit account number.

Monthly browsing packs - available from 29 March 2016

Voice & Data Pack	Monthly browsing pack amount		Included Monthly Amounts for 3G, 4G HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance		Unlimited eligible calls, SMS and MMS
	GST excl	GST incl		GST excl (approx.)	GST incl	

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\$15 Pack	\$13.64	\$15	2GB	0.66¢ per MB	0.73¢ per MB	Yes
\$35 Pack	\$31.81	\$35	5GB	0.62¢ per MB	0.68¢ per MB	Yes
\$55 Pack	\$50.00	\$55	8GB	0.61¢ per MB	0.67¢ per MB	Yes

Monthly browsing packs - available from 15 December 2015 to 28 March 2016

Voice & Data Pack	Monthly browsing pack amount		Included Monthly Amounts for 3G, 4G HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance		Unlimited eligible calls, SMS and MMS
	GST excl	GST incl		GST excl (approx.)	GST incl	
\$15 Pack	\$13.64	\$15	1GB	1.3¢ per MB	1.4¢ per MB	Yes
\$35 Pack	\$31.81	\$35	4GB	0.77¢ per MB	0.85¢ per MB	Yes
\$55 Pack	\$50.00	\$55	8GB	0.61¢ per MB	0.67¢ per MB	Yes

Monthly browsing packs – only available for fleet plans from 12 May 2015

4.9 On and from 12 May 2015, only fleet plans like Business Fleet Connect and Business Mobile Advantage are eligible for the Business Mobile Data Pack.

Monthly browsing packs - available from 3 June 2014 to 11 May 2015

Business Mobile Data packs – Shareable /	Monthly browsing pack amount	Included Monthly Amounts for 3G, 4G	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance

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Business Mobile Data packs - Non-shareable	GST excl	GST incl	HSDPA or GPRS data usage (calculated per KB)	GST excl (approx.)	GST incl
\$5 Pack	\$4.55	\$5	250MB	\$0.027 per MB	3¢ per MB
\$15 Pack	\$13.64	\$15	1GB	\$0.027 per MB	3¢ per MB
\$30 Pack	\$27.27	\$30	3GB	\$0.027 per MB	3¢ per MB
\$60 Pack	\$54.55	\$60	6GB	\$0.027 per MB	3¢ per MB
\$100 Pack	\$90.91	\$100	10GB	\$0.027 per MB	3¢ per MB
\$150 Pack	\$136.36	\$150	15GB	\$0.027 per MB	3¢ per MB
\$250 Pack	\$227.27	\$250	25GB	\$0.027 per MB	3¢ per MB

4.10 This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available on and from 30 July 2013 to 3 June 2014

Business Mobile Data packs – Shareable / Business Mobile Data packs - Non-shareable	Monthly browsing pack amount		Included Monthly Amounts for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5	250MB	9.09¢ per MB	10¢ per MB
\$15 Pack	\$13.64	\$15	1GB	9.09¢ per MB	10¢ per MB

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\$30 Pack	\$27.27	\$30	3GB	9.09¢ per MB	10¢ per MB
\$60 Pack	\$54.55	\$60	8GB	9.09¢ per MB	10¢ per MB
\$120 Pack	\$109.09	\$120	16GB	9.09¢ per MB	10¢ per MB

4.11 This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available on and from 3 July 2012 to 29 July 2013

Business Mobile Data packs – Shareable / Business Mobile Data packs - Non-shareable	Monthly browsing pack amount		Included Monthly Amounts for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5	250MB	9.09¢ per MB	10¢ per MB
\$15 Pack	\$13.64	\$15	1GB	9.09¢ per MB	10¢ per MB
\$30 Pack	\$27.27	\$30	3GB	9.09¢ per MB	10¢ per MB
\$60 Pack	\$54.55	\$60	8GB	9.09¢ per MB	10¢ per MB

4.12 This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

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Data Packs - available on and from 4 March 2014

Data Pack	Monthly charge		Included monthly data allowance for 4G, 3G, HSDPA or GPRS data usage	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
Data Pack - \$5	\$4.55	\$5.00	250MB	\$0.027 per MB	\$0.03 per MB
Data Pack - \$15	\$13.64	\$15.00	1GB		
Data Pack - \$30	\$27.27	\$30.00	3GB		
Data Pack - \$60	\$54.54	\$60.00	6GB		
Data Pack - \$100	\$90.91	\$100.00	10GB		
Data Pack - \$150	\$136.36	\$150.00	15GB		
Data Pack - \$250	\$227.27	\$250.00	25GB		

4.13 This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number. Customers with a Mobile Accelerate \$30/\$40 or Mobile Accelerate Casual \$25/\$35 Plan may take up the Data Pack - \$5 but are not eligible for other Data Packs.

Data Packs - available on and from 3 July 2012 to 3 March 2014

Data Pack	Monthly charge		Included monthly data allowance for 4G, 3G, HSDPA or GPRS data usage	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
Data Pack - \$5	\$4.55	\$5.00	250MB	\$0.091 per MB	\$0.10 per MB
Data Pack - \$15	\$13.64	\$15.00	1GB		
Data Pack - \$30	\$27.27	\$30.00	3GB		

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Data Pack	Monthly charge		Included monthly data allowance for 4G, 3G, HSDPA or GPRS data usage	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
Data Pack - \$60	\$54.54	\$60.00	8GB		

4.14 This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available for purchase on and from 22 November 2010 to 2 July 2012

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	30MB	22.72¢ per MB	25¢ per MB
\$10 Pack	\$9.09	\$10.00	1GB	22.72¢ per MB	25¢ per MB
\$20 Pack	\$18.18	\$20.00	2GB	22.72¢ per MB	25¢ per MB
\$29 Pack	\$26.36	\$29.00	3GB	13.63 ¢ per MB	15¢ per MB
\$39 Pack	\$35.45	\$39.00	5GB	9.09¢ per MB	10¢ per MB
\$69 Pack	\$62.73	\$69.00	12GB	4.55¢ per MB	5¢ per MB

4.15 This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they also have a 10-digit account number.

Monthly browsing packs - available on and from 3 May 2010 to 21 November 2010

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3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	30MB	22.72¢ per MB	25¢ per MB
\$10 Pack	\$9.09	\$10.00	200MB	22.72¢ per MB	25¢ per MB
\$20 Pack	\$18.18	\$20.00	500MB	22.72¢ per MB	25¢ per MB
\$39 Pack	\$35.45	\$39.00	1GB	22.72¢ per MB	25¢ per MB
\$49 Pack	\$44.55	\$49.00	3GB	13.64¢ per MB	15¢ per MB
\$79 Pack	\$71.81	\$79.00	6GB	9.09¢ per MB	10¢ per MB
\$99 Pack	\$90.00	\$99.00	9GB	4.55¢ per MB	5¢ per MB

4.16 This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they also have a 10-digit account number.

Monthly browsing packs - available for connections from 9 September 2008 to 2 May 2010

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.54	\$5.00	5MB	90.9¢ per MB	\$1 per MB
\$10 Pack	\$9.09	\$10.00	150MB	45.4¢ per MB	\$0.50 per MB
\$29 Pack	\$26.36	\$29.00	300MB	22.72¢ per MB	\$0.25 per MB
\$59 Pack	\$53.64	\$59.00	1GB	22.72¢ per MB	25¢ per MB
\$89 Pack	\$80.91	\$89.00	5GB	22.72¢ per MB	25¢ per MB
\$119 Pack	\$108.18	\$119.00	9GB	22.72¢ per MB	25¢ per MB

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Monthly browsing packs - available for connections from 1 August 2008 to 8 September 2008

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.54	\$5.00	5MB	90.9¢ per MB	\$1 per MB
\$10 Pack	\$9.09	\$10.00	150MB	45.4¢ per MB	\$0.50 per MB
\$29 Pack	\$26.36	\$29.00	300MB	22.72¢ per MB	\$0.25 per MB
\$59 Pack	\$53.64	\$59.00	200MB	22.72¢ per MB	25¢ per MB
\$89 Pack	\$80.91	\$89.00	1GB	22.72¢ per MB	25¢ per MB
\$119 Pack	\$108.18	\$119.00	3GB	22.72¢ per MB	25¢ per MB

Monthly browsing packs - available for connections from 28 March 2007 to 31 July 2008

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢ per KB	0.5¢ per KB
\$8 Pack	\$7.27	\$8.00	3MB	0.24¢ per KB	0.26¢ per KB
\$16 Pack	\$14.54	\$16.00	10MB	0.182¢ per KB	0.2¢ per KB
\$29 Pack	\$26.36	\$29.00	70MB	0.182¢ per KB	0.2¢ per KB
\$59 Pack	\$53.64	\$59.00	200MB	0.02273¢ per KB	0.025¢ per KB

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3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$89 Pack	\$80.91	\$89.00	500MB	0.02273¢ per KB	0.025¢ per KB
\$119 Pack	\$108.18	\$119.00	1000MB	0.02273¢ per KB	0.025¢ per KB
\$179 Pack	\$162.73	\$179.00	2000MB	0.02273¢ per KB	0.025¢ per KB

Monthly data browsing packs - available for connections from 6 October 2006 to 27 March 2007

3G and Next G data browsing pack	Monthly data browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢ per KB	0.5¢ per KB
\$8 Pack	\$7.27	\$8.00	3MB	0.24¢ per KB	0.26¢ per KB
\$29 Pack	\$26.36	\$29.00	70MB	\$1.86 per MB	\$2.05 per MB

Monthly data browsing packs - available to customers who connected before 6 October 2006

3G data browsing pack	Monthly data browsing pack amount		Included monthly data allowance for 3G or GPRS data usage (calculated per KB)	Charges for 3G or GPRS data usage (per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢	0.5¢
\$10 Pack	\$9.09	\$10.00	3MB	0.27¢	0.3¢

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3G data browsing pack	Monthly data browsing pack amount		Included monthly data allowance for 3G or GPRS data usage (calculated per KB)	Charges for 3G or GPRS data usage (per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$15 Pack	\$13.64	\$15.00	6MB	0.23¢	0.25¢

No flagfall charges or session fees apply.

When calculating data volumes:

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

- 4.17 If you have a Data Pack purchased before 12 May 2015 on your service it will continue to apply (and count towards your monthly data allowance) until you cancel it. If you cancel your pre-12 May data pack, you will not be able to reinstate it unless you are fleet plans like Business Fleet Connect and Business Mobile Advantage and are eligible for the Business Mobile Data Pack. Otherwise you will only be able to purchase a Voice & Data Pack available from 15 December 2015.
- 4.18 A voice-capable device is required to access the unlimited eligible calls, SMS and MMS.
- 4.19 Data Packs are only compatible with post-paid phone plans excluding the Telstra Every Day Connect Data Share Plans, Mobile Accelerate Data Share Plans, Mobile Accelerate Casual Plan \$10, Telstra Every Day Connect Data Share BYO Plans, Mobile Accelerate Data Share BYO Plans or Data Share SIM Plans.
- 4.20 You may continue to use any monthly browsing pack purchased before 3 July 2012 after 3 July 2012. However, if you change to a Data Pack after this time, you will not be able to return to your original monthly browsing pack.
- 4.21 You may change the value of your Data Pack once every 30 days. If you change the value of your Data Pack more than once within a 30 day period, we may charge you a \$50 administration fee.
- 4.22 If you change or cancel your Data Pack during a month, the amount that you pay will be pro rated based on the number of days remaining in that billing cycle, but you will receive the full amount of your new monthly data allowance.
- 4.23 Data Packs – Shareable can only be added to a smartphone with an eligible Telstra Business mobile plan that has data sharing capabilities. Eligible Telstra Business mobile plans include the following:

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- (a) Easy Share Business Plans;
 - (b) Easy Share Business SIM Plans;
 - (c) Business Performance Plans with a Data Share SIM attached;
 - (d) Business Fleet Connect Plans;
 - (e) Business Mobile Advantage Plans;
 - (f) Telstra Mobile Broadband Share Plans; and
 - (g) any other plans we advise.
- 4.24 The Data on your Data Pack – Shareable will be automatically shared with other eligible services on the same Mobile Account while in Australia.
- 4.25 Data Packs – Non-Shareable can only be added to a smartphone with an eligible Telstra Business mobile plan that does not have data sharing capabilities.
- 4.26 Data Packs can only be connected to eligible Telstra Mobile plans and are not available for connection to any other Telstra Mobile Broadband Plans which include but are not limited to Mobile Broadband Plans connected to USB Modems, Wireless Gateways and Mobile Wi-Fi devices. If your Data Pack is connected to a Mobile Broadband device other than a mobile handset with voice capabilities, we will move your connection to a Monthly Telstra Mobile Broadband Casual Data Plan with a monthly service fee of \$39.95.
- 4.27 Data Packs and monthly browsing packs cannot be used for content charges or international roaming charges.
- 4.28 Any volume of data included in a Data Pack or monthly browsing pack allowance which remains unused at the end of a month will not roll over for use in the next month.
- 4.29 Unless your eligible mobile plan has data sharing capability, the included monthly data allowance cannot be shared across services on an account.
- 4.30 If you are eligible to receive account level discounts on your service, the discounts will apply to your 3G, HSDPA and GPRS data charges over the included monthly data allowance but not to your Data Pack or monthly browsing pack amount.
- 4.31 If you are a Telstra Mobile Phone Plan or Telstra Mobile Business Phone Plan customer, you can use your “monthly included data calls” for 3G or HSDPA usage above the included monthly data allowance. Once your “monthly included data calls” have been used, your 3G or HSDPA data usage will contribute towards your “monthly voice calls” amount.

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- 4.32 If you are a Telstra Mobile Member Plan or Telstra Mobile Business Member Plan customer, you can use your “monthly included calls” for 3G or HSDPA data usage above the included monthly data allowance.

Introductory Data Pack Offer – available from 6 October 2006 to 1 October 2007

- 4.33 From 6 October 2006 to 1 October 2007, post-paid customers who take up a new 3G or Next G service with an \$8 3G or Next G data pack will receive up to \$100 of free data usage each month for the first two calendar months of their service. This excludes content charges (such as BigPond Music downloads), subscription charges and international roaming charges.
- 4.34 At the end of the two month period our standard data usage charges will apply.
- 4.35 There is a limit of one Data Pack Offer per service.
- 4.36 Our Fair Play Policy applies.
- 4.37 Any unused volume of included data usage under the Data Pack Offer is forfeited each month.

Charges - pre-paid services

(a) Pay-as-you-go (PAYG) option

- 4.38 If you use 3G or HSDPA capabilities from a 3G or Next G service on a pay-as-you-go basis, the following data usage charges apply. These data charges also apply if your 3G or Next G device is GPRS compatible and you use GPRS capabilities outside of a 3G or Next G coverage area, but within a GSM coverage area.

PAYG on Next G service	GST excl	GST incl
For each Megabyte (charged per kilobyte or part)	\$1.82	\$2

No flagfall charges or session fees apply.

When calculating data volumes:

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

(b) Browse Plus Packs option

- 4.39 You can purchase a Browse Plus Pack. Full details of this option are set out in [Part C – Special Promotions of the Telstra Mobile section](#) of Our Customer Terms.

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5

5 USSD (#Number#) service

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. USSD (#Number#) service will not be supported from this date and if you have a 3G only device, it will no longer work from this date. For further information please visit: tel.st/3g

What is the USSD service?

- 5.1 The USSD service allows you to use your USSD compatible GSM, 3G or Next G mobile telecommunications device to access some of the content and services set out in this Telstra Mobile section of Our Customer Terms.
- 5.2 The USSD service is accessed by dialling an allocated telephone number that either:
 - (a) accesses specific content assigned to that number; or
 - (b) generates a text based menu on your device, from which you can select particular content.
- 5.3 The allocated telephone numbers to use the USSD service are in the format #number# (for example, #100# for general content).

Charges

- 5.4 You will not be charged for using the USSD service to search and browse menu options. However, you will be charged for content that you download via the USSD service. Please note that if you use the USSD service to connect to a Telstra service you will still be subject to the applicable charges (if any) for the use of that service.
- 5.5 The charges for content available via the service are indicated on the menu screens.

6 NOT USED

6.1

BlackBerry Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢
Charges for voice calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	50¢

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

Additional terms

- 6.2 The following terms also apply to your use of the handsets and your BES service to send or receive e-mail:
- (a) if applicable to your handset, RIM’s standard terms and conditions associated with RIM handsets; and
 - (b) the terms of RIM’s standard BES software licence as advised to you by RIM.
- 6.3 Parts of the BES Solution use the internet and an overseas mobile network that we do not own (but which is operated by RIM).

Using your handset overseas

- 6.4 You could breach the laws of another country (in particular the United States or Canada) if you use, send or take a handset outside of Australia. This is partly due to laws regulating the importation, exportation and use of encryption software contained within a handset.
- 6.5 You may only use the handset in, or send or take it to or from, other countries approved by us for your network. We will provide a list of approved countries for handset on the telstra.com website. We may update this list from time to time.

Password protection

- 6.6 Each handset has a password protection function. You must make sure that this function is always activated on your handset, regardless of who is using the handset.

Responsibility for use of BES Solution

- 6.7 You are solely responsible for your use of the BES Solution and the content and security of any data or information which is sent or received using your BES Email Plan, BES Data Plan or BES BlackBerry Plus Plan.

Support

- 6.8 We will operate a helpdesk for all services connected to a BES Email Plan and BES Data Plan. This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation

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to your BES Solution. The helpdesk will operate between the hours of 8 am to 6 pm local time, Monday to Friday on days which are not national public holidays. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.

- 6.9 Support services will not be provided in relation to faults or problems with your BES software, including installation and upgrades.

BlackBerry App World Carrier Billing

- 6.10 As part of providing the BES Solution to you, we may offer eligible customers the ability to pay for applications purchased through BlackBerry App World on your Telstra bill (“**Carrier Billing Service**”).

- 6.11 We will decide whether or not to give you access to our Carrier Billing Service. We will tell you if you are not eligible for our Carrier Billing Service. If you are not eligible for our Carrier Billing Service, you may be able to purchase applications through BlackBerry App World using other payment methods.

- 6.12 You will need compatible software on your handset in order to be able to access BlackBerry App World and to use our Carrier Billing Services. You acknowledge and agree that this software:

- (a) may be factory installed or virtually pre-loaded on all new handsets purchased by you;
- (b) may be pushed by us for an over-the-air installation or virtual pre-loading on all existing handsets previously purchased by you; or
- (c) may otherwise be made available for download and installation by you.

- 6.13 When you purchase an application through BlackBerry App World, the price of the application will be set by either the merchant of record for that application in BlackBerry App World or the developer of that application. We are not responsible for setting the price of any applications.

- 6.14 We will pay the merchant of record on your behalf and charge you the price for the application after it has been provided to you. There may be some cases where the charges are debited from your account before the application is delivered to your device.

- 6.15 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will take reasonable steps to make our Carrier Billing Services available to you at all times, but we cannot guarantee that we will provide our Carrier Billing Services to you in a timely, continuous or fault-free manner.

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- 6.16 You must let us know of any errors or disputed charges billed to you using our Carrier Billing Service. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any applications by you, you agree that where we refund the application charges to you that you may be no longer able to access those applications on your device.
- 6.17 We are not responsible for any applications bought by you from BlackBerry App World using our Carrier Billing Service. We do not promise the accuracy, suitability or quality, of such applications from third party providers.
- 6.18 Your use of any applications purchased using our Carrier Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in BlackBerry App World or the developer of that application.
- 6.19 We will take reasonable steps to deliver applications bought by you from BlackBerry App World using our Carrier Billing Service. However, we cannot promise that we will deliver applications in a timely, continuous or fault-free manner.
- 6.20 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with our Carrier Billing Services. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 6.21 When you use our Carrier Billing Services, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for BlackBerry App World to provide you with applications purchased through BlackBerry App World.
- 6.22 If you have any complaints about any applications, you must contact the merchant of record for that application in BlackBerry App World or the developer of that application. This is in addition to any rights you may have against us under any applicable law.
- 6.23 You can contact us if you have any complaints or enquiries about the charges for any applications purchased by you using our Carrier Billing Service.
- 6.24 Any refunds of amounts paid by you to purchase applications using our Carrier Billing Service must be agreed between us and the merchant of record for that application in BlackBerry App World. Where we refund the purchase price of the application to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner. You agree that where we refund the purchase price of any application to you, your access to that application will be disabled within a reasonable time.
- 6.25 You acknowledge and agree that we may cease to provide Carrier Billing Services if our agreements with Research In Motion Ltd or with any merchant of record for BlackBerry

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App World ends. We will try to provide you as much notice as possible before we cease providing Carrier Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

General

- 6.26 You must use your handset, our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

7 Teletrac Navman GPS Fleet and Asset Management Solutions

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. If you use Qtanium 100, Qtanium 200, Qtanium 400, Qube 300 or Qube 50 models, the services and related products you acquire in connection with The Teletrac Navman GPS Fleet and Asset Management Solutions will no longer work from this date. For further information please visit: tel.st/3g

- 7.1 The Teletrac Navman GPS Fleet and Asset Management Solutions (“**Teletrac Navman Solution**”) uses the Telstra Mobile Network to provide near real-time vehicle and asset locations, mapping, reporting and mobile communication. There is also an option to use the Iridium satellite network when the vehicle or asset is outside of Telstra Mobile Network coverage areas. The functionality available to you via a Teletrac Navman Solution depends on the options selected by you (as described in sections 7.2 and 7.3).

Availability

- 7.2 To take up the Teletrac Navman Solution, you will need:
- (a) Teletrac Navman hardware, including the:
 - (i) devices; and
 - (ii) accessories;as set out in the table in section 7.5 (“**Teletrac Navman Hardware**”);
 - (b) Teletrac Navman software applications (“**Teletrac Navman Application**”), and

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- (c) an eligible Telstra Machine to Machine (**M2M**) data plan for each Teletrac Navman Hardware device and Teletrac Navman Application to access the Telstra Mobile Network unless you take up the 3G MRO Migration Offer (as described in clause 12.25) , 3G Upfront Payment Option Migration Offer (as described in 12.32) or Director Essentials for AT301, which include a monthly data allowance for access to the Telstra Mobile Network.

- 7.3 You may also take up a satellite communications unit to access the Iridium satellite network when your vehicle or asset is not within Telstra Mobile Network coverage areas (**“Satellite Communications Unit”**). As Telstra does not offer this service, you may wish to acquire this service from Navman Wireless Australia Pty Ltd (**“Teletrac Navman”**) or another third party provider.
- 7.4 If you purchase separately a Satellite Communications Unit from Teletrac Navman or another third party provider, you’ll be billed directly by Teletrac Navman or your other third party provider for data usage on your Satellite Communications Unit.
- 7.5 For the purposes of clause 7.2(a) above, Teletrac Navman Hardware includes:

Hardware	Description
Qube 3640, VT102	In-vehicle Tracking Device
SI201	OBDII Tracking Device
RE400	Asset Tracking Device
RE200	Asset Tracking Device
ST101 Solar Asset Tracker	Asset Tracking Device
AT301	Asset Tracking Device
Qtanium 100	Asset Tracking Device – lower features Note: This device is no longer available for purchase as at November 2022.
M-Nav	Mobile Navigation Terminal Note: This device is no longer available for purchase as at November 2022.
MT201	Mobile Navigation Terminal
MT501	Navigation Terminal
Satellite	Satellite Communications Unit
Data Capture Unit	Engine management system
CanBUS Interpreter	Seat Belt Management

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Hardware	Description
Inovonics Reader	Duress Device
NavCAN1	Engine Management
NavCAN2	Engine Management

plus a range of Additional Parts that are available upon application from time to time.

- 7.6 The following devices are only compatible with a Qube, VT102 or Qtanium device: Satellite (Q-pro), and Data Capture Unit.
- 7.7 You agree and acknowledge that you will not use your Teletrac Navman Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.
- 7.8 There are additional terms which apply to your use of Teletrac Navman Solution. These terms are described in more detail under “Additional Terms” below.
- 7.9 You must use your Teletrac Navman Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

Eligibility

- 7.10 You are only eligible for the Teletrac Navman Solution if you have an ABN, ACN or ARBN.

General Licence Terms

- 7.11 If you purchase a Teletrac Navman Application licence from us, we will grant you a non-exclusive and non-transferable licence to use the Teletrac Navman Application (and any associated documentation) as part of the Teletrac Navman Solution solely for your own internal business purposes as set out in the Teletrac Navman End User Licence Agreement (EULA) contained in the following website link- <https://www.teletracnavman.com.au/eula>
- 7.12 You acknowledge that your use of the Teletrac Navman Application is conditional upon you agreeing to the terms of the Teletrac Navman EULA.
- 7.13 You understand that you must not:
 - (a) copy, reproduce or modify the Teletrac Navman Application (or any associated documentation) or create any derivate work from the Teletrac Navman Application;

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- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer Teletrac Navman Application (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Teletrac Navman Application or otherwise attempt to gain access to the source code of the Teletrac Navman Application;
- (d) use the Teletrac Navman Application for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Teletrac Navman Application in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by Teletrac Navman to a third party (including any documentation provided to you in connection with the Teletrac Navman Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Teletrac Navman Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in paragraphs 7.13(a) to 7.13(f) above.

7.14 You understand that you have no rights or interests in the Teletrac Navman Application other than those expressly granted in this section.

Data Plans

7.15 You will need to separately take up an eligible Telstra Machine to Machine (M2M) data plan as part of your Teletrac Navman Solution, unless you take up the 3G MRO Migration Offer (as described in clause 12.25), 3G Upfront Payment Option Migration Offer (as described in clause 12.32) or Director Essentials for AT301 which include a monthly data allowance for access to the Telstra Mobile Network.

7.16 The Telstra M2M data plans are provided under the relevant terms and conditions set out under Our Customer Terms Telstra Mobiles Section Part G – Data Services.

Contract term

7.17 You can purchase the Teletrac Navman Solutions, or components of it in a number of ways:

- (a) a casual option, in which case you will need to:
 - (i) enter into a month-by-month contract for the Teletrac Navman Application(s);

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- (ii) enter into a month-by-month contract for an eligible Telstra M2M data plan (for each device and application); and
 - (iii) make upfront payments for Teletrac Navman Hardware and other costs
(“Upfront Payment Option”);
- (b) a hardware repayment option, in which case you will need to:
 - (i) enter into a month-by-month contract for the Teletrac Navman Application(s);
 - (ii) enter into a 36-month contract for the repayment of Teletrac Navman Hardware (including any devices listed in your Application Form) and other costs paid in monthly instalment; and
 - (iii) enter into a month-by-month contract for an eligible Telstra M2M Data Plan (for each device and application); or
 - (iv) to the extent made available by us in relation to certain types of Teletrac Navman Hardware, enter into a 36-month contract for the repayment of the relevant Teletrac Navman Hardware only;**(“Hardware Repayment Option”)**; or
- (c) A BYO device option, in which case you will need to:
 - (i) enter into a month-by-month contract for the Teletrac Navman Application(s);
 - (ii) optionally, enter into a month-by-month contract for an eligible Telstra M2M Data Plan (for each device and application); and
 - (iii) use your own, previously purchased, eligible Teletrac Navman hardware. You understand that it is solely your responsibility to purchase hardware that is compatible with the Teletrac Navman Solution (as advised by us or Teletrac Navman) and to ensure that that hardware is properly installed and configured,**(“BYO Device Option”)**;
- (d) an application-only option, which may be offered to you at Telstra’s discretion, in which case you will need to:
 - (i) enter into a month-by-month contract for the Teletrac Navman Application(s); and

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- (ii) enter into a month-by-month contract for an eligible Telstra M2M data plan (for each application)

(“Application-Only Option”);

- (e) an accessories-only option, either on an upfront payment basis, or on a 36-month repayment contract, as indicated in the table below:

Hardware Upfront purchase or 36 month repayment

Hardware	Upfront purchase	36 month repayment
M-Nav Note: This device is no longer available for purchase as at November 2022	✓	✓
MT501	✓	✓
Satellite	✓	✓
Data capture unit	✓	✓
CanBUS Interpreter	✓	x
Inovonics Reader	✓	✓
NavCAN1	✓	✓
NavCAN2	✓	✓
Additional Parts	x	✓
VT102	✓	✓
Qube 3640	✓	✓
MT201	✓	✓
SI201	✓	✓
Solar Asset Tracker ST101	✓	NA

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Hardware	Upfront purchase	36 month repayment
RE400	✓	✓
RE200	✓	✓

(“Accessories-Only Option”).

- (f) a 3G Migration Offer as described in clause 12.25, in which case you will need to enter into a 48 month bundled contract for the Teletrac Navman Solution as further described in clause 12.25 below (**“3G MRO Migration Offer Option”**);
- (g) a 3G Upfront Payment Option Migration Offer as described in clause 12.32, in which case you will need to enter into a 48 month bundled contract for the Teletrac Navman Solution as further described in clause 12.32 below (**“3G Upfront Payment Option Migration Offer”**).

7.18 The list of Additional Parts that can be ordered from time to time is available from Telstra or a Telstra dealer. When Additional Parts are ordered, the amount of the monthly repayments will be calculated by reference to the total cost of all the Additional Parts in that order.

7.19 Certain Fuel Tax Credit Manager software are available on a 12 month minimum term only.

7.20 Certain Heavy Vehicle Compliance Assistant Compliance Pack (no data) software is available on a 12 month minimum term only.

7.21 If we offer you a repayment contract for any Teletrac Navman Hardware, property in and title to those devices (and accessories, if applicable) passes from us to you on delivery of the Teletrac Navman Hardware to you.

7.22 If you fail to pay the monthly instalments, we may suspend or cancel your Teletrac Navman Solution in accordance with the General Terms of Our Customer Terms.

3G Monthly Repayment (MRO) Migration Offer

7.23 The Teletrac Navman Solution plan described in clause 12.25 (**“3G MRO Migration Offer”**) is only available from 25 November 2022 to 30 June 2024 (**“MRO Offer Period”**). In order to take up the 3G MRO Migration Offer you must enter into an agreement with us for the 3G MRO Migration Offer during the MRO Offer Period.

7.24 The 3G MRO Migration Offer is only available to Telstra customers who:

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- (a) have already purchased a Teletrac Navman Solution from us and use IFace, Qtanium 100, Qtanium 200, Qtanium 400, Qube 300 or Qube 50 model Teletrac Navman Hardware as part of their Teletrac Navman Solution (“Existing 3G Teletrac Navman Solution”); and
- (b) agree to migrate their corresponding existing 3G Teletrac Navman Solution services to a 3G MRO Migration Offer plan.

7.25 Each 3G MRO Migration Offer plan comprises:

- (a) one item of Teletrac Navman Hardware being either a Qube3640 or VT102 device;
- (b) access to a Teletrac Navman Application as set out in your Application Form (under ‘Sec 1 - 3G Migration offer);
- (c) standard installation of your Qube3640 or VT102 device as described in clause 12.48 (note additional fees may apply for non-standard installation – these will be set out in your Application Form); and
- (d) a monthly data allowance of 50MB to use with your Teletrac Navman Hardware (“Data Allowance”). Any unused Data Allowance expires at the end of each month. The Data Allowance cannot be shared with your other Teletrac Navman Hardware. We will charge you for any data usage in connection with your new Teletrac Navman Hardware that exceeds your monthly Data Allowance at a rate of 14c (ex GST) per MB.

7.26 You may take up multiple 3G MRO Migration Offer plans.

7.27 If you purchase a 3G MRO Migration Offer plan, your new plan will commence, on the date that your Teletrac Navman Hardware is installed (or, if earlier, 60 days after we receive your application provided the delay in installation is not caused by us), , and will continue for:

- (a) a period of 48 months (“**Initial Term**”); and
- (b) automatically renews on a monthly basis thereafter (each, a “**Renewal Term**”),

unless otherwise terminated in accordance with your agreement with us for that 3G MRO Migration Offer plan. Either party may terminate a 3G MRO Migration Offer plan at any time on 30 days prior written notice to the other party. Your existing 3G plan will not automatically terminate, you will need to separately do that, and ETCs may apply if you are on a 36 month repayment plan for your Navman hardware.

7.28 If you terminate your 3G MRO Migration Offer plan during the Initial Term then ETCs may apply as set out in clauses 12.41-12.43.

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7.29 You must pay us the following charges for each 3G MRO Migration Offer plan you purchase:

Monthly charge for each 3G MRO Migration Offer plan during Initial Term (ex GST)	Monthly charge for each 3G MRO Migration Offer plan during each Renewal Term (ex GST)
\$55	\$22

3G Upfront Payment Option Migration Offer

7.30 The Teletrac Navman Solution plan described in 12.32 (“**3G Upfront Payment Option Migration Offer**”) is only available from July 2023 to 30 June 2024 (“**Upfront Offer Period**”). In order to take up the 3G Upfront Payment Option Migration Offer you must enter into an agreement with us for 3G Upfront Payment Option Migration Offer during the Upfront Offer Period.

7.31 The 3G Upfront Payment Option Migration Offer is only available to Telstra customers who:

- (a) have already purchased a Teletrac Navman Solution from us and use IFace, Qtanium 100, Qtanium 200, Qtanium 400, Qube 300 or Qube 50 model Teletrac Navman Hardware as part of their Teletrac Navman Solution (“**Existing 3G Teletrac Navman Solution**”); and
- (b) agree to migrate their corresponding existing 3G Teletrac Navman Solution services to a 3G Upfront Payment Option Migration Offer plan.

7.32 Each 3G Upfront Payment Option Migration Offer plan comprises:

- (a) one item of Teletrac Navman Hardware being either a Qube3640 or VT102 device;
- (b) access to a Teletrac Navman Application as set out in your Application Form (under ‘Sec 1 - 3G Migration offer);
- (c) a monthly data allowance of 50MB to use with your Teletrac Navman Hardware (“**Data Allowance**”). Any unused Data Allowance expires at the end of each month. The Data Allowance cannot be shared with your other

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Teletrac Navman Hardware. We will charge you for any data usage in connection with your new Teletrac Navman Hardware that exceeds your monthly Data Allowance at a rate of 14c (ex GST) per MB.

- 7.33 You may take up multiple 3G Upfront Payment Option Migration Offer plans.
- 7.34 If you purchase a 3G Upfront Payment Option Migration Offer plan, your new plan will commence, on the date that your Teletrac Navman Hardware is installed (or, if earlier, 60 days after we receive your application provided the delay in installation is not caused by us).
- 7.35 Either party may terminate a 3G Upfront Payment Option Migration Offer plan at any time on 30 days' prior written notice to the other party. Your existing 3G plan will not automatically terminate, you will need to separately do that, and ETCs may apply if you are on a 36 month repayment plan for your Navman hardware.

Cancelling, Changing or Terminating the Teletrac Navman Solutions

- 7.36 You may change from a Hardware Repayment Option to a Casual Option at any time during the 36 month or 48 month term (as applicable). Early Termination Charges ("ETCs") will apply for the Teletrac Navman Hardware in accordance with clauses 12.42 to 12.44 below.
- 7.37 You may cancel your Teletrac Navman Application licence at any time by notifying us in writing. Your cancellation request will be actioned by Teletrac Navman within 30 calendar days from the date of your written notification. If you cancel a Teletrac Navman Application licence, you will be unable to use the Teletrac Navman Solution. ETCs may apply in accordance with clause 12.42 below.
- 7.38 We may cancel your Teletrac Navman Application licence immediately if you become insolvent or you fail to maintain your Teletrac Navman Hardware devices. ETCs may apply.
- 7.39 We may cancel your Teletrac Navman Application licence if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). ETCs may apply.

Termination

- 7.40 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 7.41 If you cancel your eligible Telstra M2M data plan connected to any of your Teletrac Navman Solutions and you continue to use your Teletrac Navman Hardware and Teletrac

Part G – Data Services

Navman Applications, you will be charged on a “Pay As You Go” basis for any data services used. The terms and conditions on which this will be provided are set out under Part G – Data Services of Our Customer Terms.

- 7.42 Where you acquire Teletrac Navman hardware, software or accessories on a minimum term contract (other than a 3G Upfront Payment Option Migration Offer contract), and that contract is cancelled or terminated before expiry of the minimum term for any reason other than Telstra’s breach, Telstra may charge you an ETC calculated as follows:

$$\text{ETC payable for hardware or accessories} = \frac{\text{ETC Base x number of months remaining in your contract term}}{\text{Minimum term}}$$

Note: ETC Base is the minimum cost for the relevant hardware or accessories over the relevant minimum term (as set out in the tables in clause 12.43).

For software:

- 7.43 For certain software products which have a minimum term (other than software products provided to you as part of a 3G Upfront Payment Option Migration Offer), we may charge you an ETC if your contract is cancelled or terminated (other than for our material breach) before the end of the minimum term. The ETC will be an amount equal to 25% of your fees and charges multiplied by the number of remaining months in your minimum term plus any setup fees (if there are any setup fees which you have not already paid).

See table below in this clause for minimum term and cost for hardware and software.

Hardware	MINIMUM COST (ON A 36-MONTH REPAYMENT OPTION) GST Exclusive
Qube 3640, VT102	\$1,800.00
MT201	\$1,040.40
RE200	\$950.04
RE400	\$1,666.80
ST101 Solar Tracker	\$595.00
AT301	\$360.00
SI201	\$504.00
Satellite	\$1,508.40

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MT501	\$1,404.00
CanBUS Interpreter	\$186.00
Inovonics Reader	\$712.80
NavCAN1	\$712.80
NavCAN2	\$831.60
Data Capture Unit	\$495.00
Heavy Vehicle Compliance Assistant software	MINIMUM COST (ON A 12-MONTH MINIMUM TERM) GST Exclusive
MT201 Compliance Pack	\$756.00
3G MRO Migration Offer - Hardware	MINIMUM COST (ON A-48 MONTH TERM) GST Exclusive
Migration Offer Device - MRO	\$1584.00

7.44 Not used

Additional terms

Helpdesk

7.45 We will operate a helpdesk that you may contact by email or telephone for reasonable support in relation to your use of the Teletrac Navman Solution.

7.46 If we cannot resolve the queries you raised under clause 12.45 above, we will refer your queries to Teletrac Navman support.

Support And Service Plans

7.47 Professional services will be provided as specified by you in your application form and Teletrac Navman in relation to your Teletrac Navman Solution.

Installation

7.48 Standard installation of your Teletrac Navman Solution is included in the charges for the 3G MRO Migration Offer. Standard installation means installation within 30 km of

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metro areas (as defined by us), where we (or our installer) have been given direct access to the vehicle and does not include additional electrical connections or mechanical changes to fit the device.

7.49 For all other plan options:

- (a) Installation is in addition to the cost of your Teletrac Navman Hardware and you will need to organise for the hardware to be properly installed; and
- (b) If you request that we arrange for installation, the charges will be as set out in your Application Form.

7.50 For Teletrac Navman Hardware acquired up to 30/03/2022, to obtain the benefit of the voluntary warranty in clause 12.66 you must have your Teletrac Navman Hardware installed by either a person recommended by Teletrac Navman, an authorised Telstra Teletrac Navman dealer. Also, you must make the Teletrac Navman Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

7.51 For Teletrac Navman Hardware acquired on or after 31/3/2022, to obtain the benefit of the voluntary warranty in clause 12.66 you must have your Teletrac Navman Hardware installed by a Teletrac Navman authorised installer. Also, you must make the Teletrac Navman Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

7.52 For Teletrac Navman Hardware acquired up to 30/3/2022, we are not responsible for the installation or configuration of Teletrac Navman Hardware where we do not arrange for the installation. For Teletrac Navman Hardware acquired on or after 31/03/2022 we are not responsible for the installation and configuration of Teletrac Navman Hardware.

Username and password

7.53 You will be provided with a unique username and password for the Teletrac Navman Application, which are required for your use of the Teletrac Navman Solution.

7.54 Your unique username and password will expire upon termination of your Teletrac Navman Solution.

7.55 You agree and acknowledge that you are responsible for the security of your unique username and password.

Security of data

7.56 You understand that you are responsible for the security and integrity of the data transmitted between your Teletrac Navman Hardware and Teletrac Navman Application.

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7.57 You understand that data transmitted over the Telstra Mobile Network or the Iridium satellite network using the Teletrac Navman Solution may be intercepted by third parties without our knowledge (or the knowledge of Teletrac Navman).

7.58 If you require additional security for your data, please contact your authorised Telstra or Teletrac Navman representative.

Functionality and safety

7.59 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, Telstra makes no representation or warranty:

- (a) that to the extent that a Teletrac Navman Solution includes a distress message feature, or provides an alert that maintenance or remedial action is required, that any such message or alert will be received or have any particular effect or result; or
- (b) that the Teletrac Navman Solution will permit a person to operate safely in isolation, including being isolated from other people or resources (such as fuel, food, water, medical assistance, or other essential resources); or
- (c) that the Teletrac Navman Solution is a substitute for any other means of ensuring safety or obtaining emergency assistance.

General

7.60 You must ensure that your employees, agents and officers, must:

- (a) not disclose any usernames and passwords related to your Teletrac Navman Solution to an unauthorised third party;
- (b) take all reasonable steps to prevent any unauthorised access to the Teletrac Navman Application and Teletrac Navman' website; and
- (c) maintain all copyright notices on the Teletrac Navman Applications (and associated documentation) provided to you.

7.61 You must:

- (a) comply with any terms and conditions on which Teletrac Navman provides you with any part of the Teletrac Navman Solution;
- (b) comply with the reasonable directions of Teletrac Navman from time to time regarding the use of the Teletrac Navman Solution; and
- (c) not use any equipment in connection with the Teletrac Navman Solution that has not first been approved, in writing, by Teletrac Navman.

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7.62 You agree to indemnify Teletrac Navman for any loss, expense or damage suffered or incurred by Teletrac Navman and that arises naturally (that is, according to the usual course of things) from any breach of your obligations in clause 7.13, except to the extent the loss, expense or damage is caused or contributed to by us or Teletrac Navman.

7.63 You understand that:

- (a) if you download or access any data, information, files or other materials from Navman's website you do so at your own risk;
- (b) the functionality of the Teletrac Navman Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet;
- (c) Teletrac Navman or its licensors own all intellectual property rights in the Teletrac Navman Applications, Teletrac Navman Hardware and any associated documentation; and
- (d) it is your responsibility to ensure that your use of the Teletrac Navman Solution complies with any relevant privacy obligations.

Limited Warranty and Liability

7.64 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Teletrac Navman Application provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Teletrac Navman Application) for so long as you receive the Teletrac Navman Application from us, up to a maximum of 36 months, from the date you receive your Teletrac Navman Application. However, you understand that the Teletrac Navman Application may have minor or inherent defects. If there is a defect in your Teletrac Navman Application, Teletrac Navman will (at no cost to you and in addition to any other rights you have under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Teletrac Navman Application.

7.65 You agree and acknowledge that from time to time Teletrac Navman may provide you with an update to the Teletrac Navman Application.

7.66 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 12.70, to 12.71:

- (a) we expressly and voluntarily warrant that:
 - (i) Additional Parts Teletrac Navman Hardware will be free from Defects for 12 months from the date they are installed;

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- (ii) Teletrac Navman Hardware under a 3G MRO Migration Offer will be free from Defects for 48 months from the date they are installed; and
 - (iii) all other Teletrac Navman Hardware will be free from Defects for 36 months from the date the Teletrac Navman Hardware is installed; and
- (b) for the purpose of this voluntary warranty, “Defects” means:
- (i) any material fault, failure, degradation, deficiency or error in the Teletrac Navman Hardware; and
 - (ii) any functionality or performance of the Teletrac Navman Hardware or not in accordance with the specifications applicable to the Teletrac Navman Hardware.

7.67 The voluntary warranty in clause 12.66 does not apply if:

- (a) any person has misused the Teletrac Navman Solution or used it in a manner not expressly permitted by any documentation relating to the Teletrac Navman Solution; or
- (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Teletrac Navman hardware.

7.68 We do not provide any warranties in respect of Teletrac Navman devices or accessories (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Teletrac Navman devices or accessories or other equipment purchased from them.

7.69 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be excluded. Except as expressly set out in these terms and conditions and subject to other non-excludable rights under Australian consumer protection laws and the Australian Consumer Law provisions in the General Terms of Our Customer Terms in relation to our express voluntary warranty:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Teletrac Navman Solution;
- (b) neither we nor Teletrac Navman will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Teletrac Navman Solution; and

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- (c) our liability to you for all claims for damages in connection with your Teletrac Navman Solution will be limited (where it is fair and reasonable for us to do so) to whichever is the greater (in value) of:
 - (i) the total amount paid by you to us in connection with your Teletrac Navman application in the three months prior to your claim; or
 - (ii) for:
 - (A) replacing the Teletrac Navman Hardware, the repair of the Teletrac Navman hardware; and
 - (B) the Teletrac Navman Application, supplying the Teletrac Navman Application again.

7.70 The exclusions and limitations set out in clause 7.69(c) are subject to any:

- (a) terms, conditions or warranties that are implied by law; or
- (b) rights or remedies provided by law,
that cannot be excluded, limited or modified.

7.71 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. Please refer to the “Important Warranty Information” document (available at https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/Warranties_Against_Defects.pdf) for more information.

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8 Mobileye™¹ Advanced Driver Assist System

What is Mobileye?

- 8.1 The Mobileye Advanced Driver Assist System is a passive *advanced driver assist system* (or ADAS), that can alert Mobileye Users to potentially dangerous situations around their vehicle so that they can take appropriate action (“**Mobileye**”).
- 8.2 The Mobileye solution comprises the following elements (in each case as selected by you in your Application Form):

<p>Mobileye Product</p>	<p>The following hardware packages are available with your Mobileye solution:</p> <ul style="list-style-type: none"> • <u>Mobileye Series 6</u>, which uses an artificial vision sensor to monitor the road of pedestrians, cyclists, and other vehicles, and consists of a single camera and a dashboard alert unit*; and • <u>MobileyeShield+™²</u>, which offers similar functionalities to the Mobileye Series 6 but is a multi-camera system that allows for up to 360 degrees of view surrounding a vehicle to give enhanced vision for higher risk vehicles, and consists of multiple cameras and a dashboard alert unit. <p><u>*Please note the Mobileye solution will not register cyclists or pedestrians if the vehicle is travelling over 60Km/h or in low light conditions.</u></p>
<p>Mobileye installation and configuration services</p>	<p>There are two options available:</p> <ul style="list-style-type: none"> • <u>Dealer Installed</u> (in which case the dealer placing your order will perform the installation (if the dealer is an accredited Master Mobileye Installer, or procure for the installation to be performed by an accredited Master Mobileye Installer); or • <u>National Installer Installed</u> (in which case Telstra will procure for the installation to be performed by its nominated accredited Mobileye Master Installer).

- 8.3 The following optional components can also be purchased with the Mobileye solution:

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² M, M Mobileye and other Mobileye trademarks or logos appearing herein are trademarks of Mobileye Vision Technologies Ltd. in the United States, the EU and/or other jurisdictions.

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<p>Telematics Integration</p>	<p>You can integrate your Mobileye solution with the following telematics solutions supplied by us:</p> <ul style="list-style-type: none"> • <u>Navman Director</u>; and/or • <u>Fleet Complete MyGeotab</u> (only available with a MyGeotab Fleet Plan. Not available with a MyGeotab Base or Business Plan).
<p>Mobileye Accessories</p>	<p>When you purchase a Mobileye solution, you can also purchase optional accessories for use with or in connection with your Mobileye solution. We can tell you what accessories are available with your Mobileye solution on request.</p>

8.4 Mobileye Series 6 and MobileyeShield+ are not compatible with all vehicles, particularly vehicles produced before 2006. We can confirm whether the Mobileye Series 6 and MobileyeShield+ devices are compatible with your vehicles on request.

8.5 The Mobileye solution comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8.6 Each Mobileye Device and Mobileye Accessory forming part of your Mobileye solution (and if applicable the integration with the relevant telematics solution(s)), must be professionally installed and configured by an accredited Mobileye Master Installer through us or through the dealer placing your order. You must not, and must ensure that your Mobileye Users do not, install, remove or otherwise tamper with (or attempt to install, remove or otherwise tamper with) any Mobileye Device or Mobileye Accessory. Any tampering with any Mobileye Device, or any installation or removal of any Mobileye Device in breach of this clause 8, will void the voluntary warranty in connection with that Mobileye Device and, where applicable, we may charge you the applicable service or repair fees (including travel expenses), which we will notify to you as required.

8.7 From time to time, we may make other telematics solutions available for integration with the Mobileye solution, as notified by us to you and agreed in writing in your Application Form or separate agreement with us.

8.8 To enable Telematics Integration:

- (a) you must have and maintain the relevant telematics solution(s); and
- (b) the relevant vehicle must be connected to an active telematics platform through a Telstra telematics solution, and have a working OBDII device (such as a Go7 to MyGeotab Fleet Plan or Qube 300 device to Navman Director).

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Your Mobileye solution and applicable charges

8.9 The following conditions apply to your Mobileye solution:

- (c) Mobileye Products can be purchased:
 - (i) outright, in which case all applicable charges will be payable upfront; or
 - (ii) on a 36-month Repayment Plan (or any other period agreed between you and us in your Application Form or separate agreement with us), in which case the applicable charges will be payable on a monthly basis and clauses 8.18 to 8.20 below will apply;
- (d) the applicable charges for the Mobileye installation and configuration services are payable upfront;
- (e) Mobileye Telematics Integrations are only available with a 12-month minimum term (after which your Mobileye Telematics Integration will continue on a month-to-month basis), and will be charged monthly; and
- (f) Mobileye Accessories can only be purchased outright, and all applicable charges will be payable upfront.

8.10 The details of, and the charges for, the Mobileye solution that you acquire from us are set out in your Application Form or separate agreement with us.

Hardware Supply

How we deliver and install the hardware

- 8.11 We will deliver and install your Mobileye Products (and Mobileye Accessories), or procure for your Mobileye Products (and Mobileye Accessories) to be installed, during Business Hours to the address set out in your Application Form or otherwise agreed in writing between you and us.
- 8.12 You must provide an under-cover space with a flat surface for installation(s) of your Mobileye Products (and Mobileye Accessories).
- 8.13 We will use reasonable efforts to ensure your Mobileye Products (and Mobileye Accessories) are delivered and installed by the date we tell you, and to update you of delivery and installation delays (if any).
- 8.14 Our supply of the Mobileye Products (and Mobileye Accessories) depends on availability from the relevant supplier, and so we cannot guarantee to meet any particular delivery or installation date.

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Transfer of title and risk and hardware condition

- 8.15 Title to any Mobileye Product (and Mobileye Accessory) and any replacement parts we provide passes to you free of any encumbrances on the date we receive payment in full for the relevant Mobileye Product (or Mobileye Accessory) from you.
- 8.16 Risk in any Mobileye Product (or Mobileye Accessory) and any replacement parts we provide passes to you on delivery to the place of delivery set out in your Application Form or otherwise agreed in writing between you and us.

Hardware Repayment Option and Early Termination Charges

Hardware Repayment Option

- 8.17 Not all Mobileye Products are available on a Repayment Plan. We determine which Mobileye Products are eligible for this payment option.
- 8.18 If your Application Form or separate agreement with us indicates that you are acquiring any Mobileye Product on a Repayment Plan, we will charge you during the applicable Repayment Term a monthly amount for that Mobileye Product as set out in your Application Form or separate agreement with us.
- 8.19 The relevant monthly instalments for the Mobileye Product will be reflected in your bill each month as a separate line item. If you fail to pay two or more instalments under your Repayment Plan in relation to any Mobileye Product, we may suspend or cancel your Mobileye solution in whole or in part.
- 8.20 You can cancel your Repayment Plan at any time before the expiry of your Repayment Term for the relevant Mobileye Product, provided you:
- (g) complete a cancellation form for cancellation of your Repayment Plan (a copy of this form can be obtained from us);
 - (h) pay the outstanding balance of the applicable upfront fees for the Mobileye Product associated with that Repayment Plan; and
 - (i) acknowledge and agree that any Telematics Integration linked to that Mobileye Product will automatically be cancelled, in which case early termination charges may apply.

Telematics Integration

- 8.21 If the telematics solution with which your Mobileye solution is integrated is cancelled or expires, you should also cancel your Telematics Integration.
- 8.22 If any Telematics Integration (or the telematics solution with which your Mobileye solution is integrated) is cancelled before expiry of the relevant minimum term for any

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reason other than Telstra's breach, Telstra may charge you an ETC equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount calculated as follows:

$$ETC = [monthly\ charges] \times [number\ of\ months\ remaining\ in\ the\ minimum\ term]$$

Activation

8.23 In order to activate and supply the Mobileye solution to you, we need to allocate a \$0 SIM and data plan for each Mobileye Device. You agree that:

- (j) this only for activation purposes;
- (k) the data plan is inactive and cannot be used, and the SIM card will be destroyed upon creation;
- (l) this \$0 SIM and data plan will appear on your bill, but you will not be charged in relation to that SIM or data plan.

Additional terms

Safety instructions and user manual

8.24 You must comply with, and must ensure all your Mobileye Users are aware of and comply with, the terms set out in the user manual and the important safety instructions and warnings set out below.

8.25 You must operate the Mobileye Products, and ensure that each Mobileye User operates the Mobileye Devices, in accordance with the safety instructions and warnings set out in the remainder of this clause 8.

8.26 You acknowledge and agree that:

- (m) the Mobileye Products should only be operated with 12VDC ~24VDC power;
- (n) the SeeQ^{TM3} camera or the Mobileye Product's display unit must not be covered or obstructed; and
- (o) the Mobileye Products must not be used for any purpose other than as described in the user manual.

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Warnings and acknowledgements

8.27 You acknowledge and agree, and must ensure that each Mobileye User acknowledges and agrees, the following:

- (p) Mobileye is a driver assistance system which is intended to alert drivers of certain potentially dangerous situations. It does not replace any functions drivers would ordinarily perform in driving a motor vehicle, nor does it decrease the need for drivers to stay vigilant and alert in all driving conditions, to conform to all safe driving standards and practices, and to obey all traffic laws, rules and regulations.
- (q) Mobileye is not an automated driving system and it does not act as a substitute for any aspect of driver vehicle control or safe driving practices. Drivers are strongly cautioned not to rely on Mobileye as a replacement, to even the slightest degree, for exercising all due caution in assuring that they are driving safely and avoiding accidents.
- (r) While Mobileye represents a state of the art innovation in machine vision software and other technologies, it cannot and does not guarantee 100% accuracy in the detection of vehicles or driving lanes, nor in providing warnings of all potential road hazards. In addition, road, weather and other conditions can adversely affect Mobileye's recognition and response capabilities. Accordingly, drivers should not rely on Mobileye to assure their driving safety, but rather should continue to rely on safe driving practices.
- (s) Drivers must exercise caution in using the display unit of a Mobileye Product.
- (t) Drivers must maintain full concentration on the road at all times while looking at the display unit of a Mobileye Product.
- (u) Nothing in this section of Our Customer Terms has the effect of reducing:
 - (i) any of your responsibilities, or any of your Mobileye Users' responsibilities; or
 - (ii) any of your legal or other obligations, or any legal or other obligations of your Mobileye User or the owner of the relevant vehicle, to insure the vehicle as is required by law or regulation and/or is generally accepted practice of such driver or vehicle owner;
- (v) The Mobileye Series 6 and MobileyeShield+ solutions may:
 - (i) not identify pedestrians, cyclists or other possible risks or dangerous situations:

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- (A) if the vehicle on which the Mobileye Product is installed is travelling faster than 60km/h; or
 - (B) in low light or low visibility conditions,
- (ii) give false positive readings when they pick up on speed signs that are only applicable at certain times of the day, typically in school zones.

Liability

8.28 To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable to you for any damage or loss you or your Mobileye Users suffer or incur in connection with any failure of any Mobileye Product to detect or notify any Mobileye User of any dangerous situation, except to the extent the failure is caused by our negligence.

Limited use licence

8.29 When you (and your Mobileye Users) use a Mobileye Product, you receive a non-exclusive licence to use the software embedded in the relevant Mobileye Devices, as well as the documentation accompanying the Mobileye Product.

8.30 You must not, and must ensure that your Mobileye Users do not:

- (a) modify, adapt, alter, translate, or create derivative works from any software residing in any Mobileye Device or otherwise provided by us (or our third party provider) in conjunction with a Mobileye Product;
- (b) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from us;
- (c) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software; or
- (d) remove proprietary notices on any such software or on any Mobileye Device.

8.31 You must not, and must ensure that your Mobileye Users do not, use your Mobileye solution (or any part of it) for voice calls, SMS, MMS or any other unauthorised telecommunication services.

8.32 You must use, and must ensure that your Mobileye Users, use the Mobileye solution in accordance with our Acceptable Use Policy available via <https://www.telstraglobal.com/legal/acceptable-use-policy>.

Definitions

8.33 In this section 8 (Mobileye Advanced Driver Assist System):

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Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Mobileye means the solution described in clause 8.1 above.

Mobileye Accessories means the “Mobileye Accessories” described in clause 8.3 above.

Mobileye Device means any camera, dashboard or display unit or any other device forming part of a Mobileye Product.

Mobileye Product means the “Mobileye Products” described in clause 8.2 above.

Mobileye User means any individual using a Mobileye Product.

Repayment Plan means a repayment plan under which you pay off the upfront charges or fees for the relevant Mobileye Product through monthly instalments during a Repayment Term.

Repayment Term means the term for a Repayment Plan as set out in the relevant Application Form or as otherwise agreed in writing between you and us.

Telematics Integration means the “Telematics Integration” described in clause 8.3 above.

9 Xora TimeTrack Solution

What is the Xora TimeTrack Solution?

- 9.1 The Xora TimeTrack Solution uses the location capabilities of a properly configured and compatible mobile device (**Mobile Device**) to transmit the approximate location coordinates of that mobile device to Xora, Inc's (**Xora's**) server. The Xora TimeTrack Solution enables you to access a website (hosted and operated by Xora) where you can view certain information about the movements of Mobile Devices. The type of information available to you via this website depends on the service option selected by you (as described in sections 9.2, 9.3 and 9.4 below).

Xora TimeTrack Solution Options

(a) Xora TimeTrack Lite

- 9.2 Xora TimeTrack Lite is a web-based application that allows you to access:

- (a) information about the current location of a Mobile Device; and
- (b) information which outlines the movements of a Mobile Devices over the last 30 days.

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(b) Xora TimeTrack Business Plus

9.3 Xora TimeTrack Business Plus includes the following capabilities:

- (a) advanced location functions that enable you to access information about the location and movement of multiple Mobile Devices at the one time;
- (b) advanced job management functions that enable you to access information about travel times and job start and end times and allows the user of a Mobile Device to submit details of their working hours from their Mobile Device;
- (c) job dispatching capability which enables you to dispatch certain job information to a user of a Mobile Device;
- (d) additional data functionality that enables a user of a Mobile Device to capture certain information using a Mobile Device; and
- (e) data integration functionality with existing customer back office systems such as payroll.

(c) Xora TimeTrack Gold

9.4 Xora TimeTrack Business Plus includes the capabilities of Xora TimeTrack Business Plus as well as the further enhanced functionality of:

- (a) data integration;
- (b) recurring jobs; and
- (c) field alerts.

Eligibility

9.5 You are only eligible for the Xora TimeTrack Solution if you have an ABN, ACN or ARBN.

What do you need to access the Xora TimeTrack Solution?

9.6 To use the Xora TimeTrack Solution, you will need to:

- (a) purchase a compatible Mobile Device for each of your users;
- (b) purchase a licence from us for the Xora TimeTrack Lite, Xora TimeTrack Business Plus or Xora TimeTrack Gold application on either a 12 month or a casual basis (each a **Xora Application**) for each of your Mobile Devices;

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- (c) if you licence the Xora TimeTrack Business Plus or Xora TimeTrack Gold - application from us, download and install the application on each Mobile Device;
- (d) connect each Mobile Device to an eligible post-paid Telstra mobile voice plan; and
- (e) connect each Mobile Device to an eligible GPRS, 3GSM or Next G mobile data plan or choose to receive GPRS, 3G or Next G packet data from us at the Pay As You Go rate associated with your Telstra mobile voice plan.

Distribution of Xora TimeTrack Business Plus and Xora TimeTrack Gold applications

- 9.7 If you purchase Xora TimeTrack Standard or Xora TimeTrack Gold application licences from us, you understand that your applications will be distributed to you or the users of your Mobile Devices by Xora acting as our agent for this purpose. We will tell you the method of distribution at the time of your order.
- 9.8 You must ensure that each user of your Mobile Devices follows any instructions provided by Xora or us that relate to the distribution, installation or use of the relevant Xora Application.

Limitations of the Xora TimeTrack Solution

- 9.9 You understand that the Xora TimeTrack Solution will not collect and store data from your Mobile Devices in real time. Depending on the Mobile Device that you use with the Xora Application, the Xora TimeTrack Solution may only locate your Mobile Device and transmit the user's location coordinates (and any other information that your Xora Application enables a user of your Mobile Device to transmit) to Xora's server once every twenty minutes between the hours of 9am and 5pm AEST, Monday to Friday (up to a maximum of 845 location pings per month).
- 9.10 The information provided on Xora's website regarding the location of your Mobile Devices will be updated as soon as reasonably possible each time the Xora TimeTrack Solution locates your Mobile Devices. However, you understand that the information provided on Xora's website will not be updated in real time.
- 9.11 The Xora TimeTrack Solution will only collect and transmit information about the location of a Mobile Device if the location functionality on the Mobile Device has been activated. You must inform each user of your Mobile Devices that his or her location (or the location of any person using the Mobile Device) may be monitored using the Xora TimeTrack Solution unless they deactivate location functionality on the Mobile Device.
- 9.12 You must only use the Xora TimeTrack Solution to collect and transmit information about the location of a Mobile Device if you have obtained the consent of the user of a Mobile Device to locate the Mobile Device. Without affecting your obligations, only where Xora

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uses Telstra's Mobile Location Manager platform to locate your Mobile Device, you agree Xora may send an SMS to your Mobile Device requesting the user's consent to be located. The user of your Mobile Device may give his or her consent to be located by responding to Xora's SMS. You acknowledge that if the user of a Mobile Device does not give their consent, then Xora may not provide the location of the Mobile Device to you. In all other cases (for example, where Xora uses GPS to locate your Mobile Device) Xora will not send an SMS to your Mobile Device requesting the user's consent to be located.

Field alert key

- 9.13 Xora TimeTrack Business Plus has enhanced functionality which allows configuration of a key on your Mobile Device which, when pressed by the user of the Mobile Device, will automatically send an alert email containing the location of the Mobile Device to an email address which you have nominated. Follow up emails will be sent automatically if the location of your Mobile Device is not immediately available. You acknowledge that the Xora Time Track Solution will not be able to locate your Mobile Device or send an alert email to the nominated email address where your Mobile Device is outside of our network coverage or where our network is interrupted. You acknowledge that it is your responsibility to determine how to deal with alert emails sent to the nominated email address.

Licence terms

- 9.14 If you purchase a Xora Application licence from us, we will grant you a non-exclusive and non-transferable licence to use the application as part of the Xora TimeTrack Solution solely for your own internal business purposes.
- 9.15 You understand that you must not:
- (a) copy, reproduce or modify the Xora Application or create any derivate work from the Xora Application;
 - (b) sell, rent, lease, loan, license, sublicense or otherwise commercially exploit the Xora Application;
 - (c) cause or allow the disassembly, decompilation or reverse engineering of the Xora Application or otherwise attempt to gain access to the source code of the Xora Application;
 - (d) cause or allow any third party to do any of the acts described in paragraph (c) above;
 - (e) use the Xora TimeTrack Solution for any unlawful, abusive or fraudulent purpose;
 - (f) use the Xora TimeTrack Solution in any way that interferes with Xora's ability to provide products or services to other customers; and

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- (g) use the Xora Application in a manner that infringes any law or regulation, including privacy and surveillance laws and regulations.

9.16 You understand that you have no rights or interests in the Xora Application other than those expressly granted in this section.

Additional obligations and acknowledgements

9.17 You understand that:

- (a) if you download or access any data, information, files or other materials from Xora's website you do so at your own risk;
- (b) you will be assigned a username and a password to enable you to access Xora's website. You must ensure that your username and password is protected from unauthorised use;
- (c) the functionality of the Xora TimeTrack Solution may be restricted or interrupted by the functionality and limitations of our GPRS, 3GSM and/or Next G networks, Telstra's Mobile Location Manager platform and the Internet;
- (d) Xora Applications purchased from us will not operate in any country other than Australia;
- (e) we do not warrant that the Xora TimeTrack Solution will be error-free or that the website operated by Xora will operate uninterrupted or error-free;
- (f) you must only use information provided to you by Xora in relation to the Xora TimeTrack Solution for legitimate business purposes and that you must maintain the confidentiality of any confidential information provided to you by Xora (unless you are required by law to disclose that information);
- (g) at the conclusion of your Xora Application licence, you must (at Xora's request) return or destroy any confidential information provided to you by Xora;
- (h) the Xora Applications are subject to restrictions and controls imposed by the United States Export Administration Act (the **Act**). You must not transfer or re-export the Xora Application into any country prohibited by the Act; and
- (i) it is your responsibility to ensure that your use of the Xora TimeTrack Solution complies with your legal and regulatory obligations in relation to privacy and surveillance.

9.18 You acknowledge that Xora may use any information transmitted from your Mobile Devices for its business purposes provided that the information does not disclose the identity any user of a Mobile Device.

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Limited Warranty, Liability and Indemnity

- 9.19 We warrant that the Xora Applications provided to you will substantially perform the functions described at <http://www.xora.com> for a period of 90 days from the date of delivery of the Xora Application to you.
- 9.20 You may have non-excludable rights under consumer protection laws in relation to Xora Applications. Subject to any non-excludable rights and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
- (a) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law;
 - (b) If we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to repairing the Xora Application or correcting any error; and
 - (c) We are not liable for any loss, expense or damage which you may incur in connection with your use of any available field alert features of the Xora Time Track Solution including any liability for illness, personal injury or death to you, your employees, agents and contractors.
- 9.21 You agree to indemnify us for any loss, expense or damage which we may incur and that arises naturally (that is, according to the usual course of things) in connection with any claim by users of your Mobile Device against us arising from any available field alert features of Xora TimeTrack Business Plus, except to the extent the event giving rise to the loss, expense or damage is caused or contributed to by our negligence or breach of contract. We will take reasonable steps to mitigate our loss, expense or damage suffered or incurred in connection with any such claim.

Data Usage

- 9.22 You understand that the Xora TimeTrack Solution will transmit data from your compatible mobile device when location functionality is activated and that you will incur charges for this data usage in accordance with your eligible Telstra mobile data plan.

Security of data

- 9.23 You understand that you are responsible for the security and integrity of the data transmitted from your compatible mobile devices using the Xora TimeTrack Solution. You must inform each user of your Mobile Devices that data transmitted from the Mobile Devices is not secure or private.
- 9.24 You understand that data transmitted over our GPRS, 3GSM or Next G networks using the Xora TimeTrack Solution may be intercepted by third parties without our knowledge (or the knowledge of Xora). If you require additional security for your data, please contact your Telstra representative.

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Support Services

- 9.25 Xora will operate a helpdesk that you may contact by email or telephone for reasonable email and telephone support in relation to your use of the Xora TimeTrack Solution. This helpdesk will operate between the hours of 8.00am to 5.00pm (AEST), Monday to Friday.

Cancelling your Xora Application licence

- 9.26 You may cancel your Xora Application licence at any time by telling us. If you cancel a Xora Application licence, you will be unable to access information from Xora's website about the Mobile Device connected to that licence from the cancellation date.
- 9.27 If you are on a fixed term plan and during your 12 month term:
- (a) you terminate your Xora Application licence (other than as a result of our material breach),
 - (b) you move to the month-to-month casual plan; or
 - (c) we cancel your Xora Application for a material breach by you (in accordance with the General Terms of Our Customer Terms),

we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{ETC Base Amount} \times \text{No. months (or part thereof) remaining in your 12 month term}}{12}$$

Where the ETC Base Amount for each Xora Application is:

- Xora TimeTrack Lite = \$162
- Xora TimeTrack BusinessPlus = \$189
- Xora TimeTrack Gold = \$216

- 9.28 We will not charge an early termination charge where you move between the Xora TimeTrack Lite, Business Plus or Gold options.
- 9.29 The ETC payable decreases over the life of your 12 month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 9.30 The ETC specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan or mobile data plan.
- 9.31 If you cancel the eligible Telstra mobile plan or Telstra mobile data plan used in conjunction with your Xora Application licence and do not move your Xora Application to another eligible Telstra mobile plan or Telstra mobile data plan (as relevant), the Xora

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Application will cease to work and we may cancel the associated Xora Application licence.

Availability

9.32 The Xora Application is available on two plan types:

- (a) fixed term plan for 12 months; or
- (b) month-to-month casual plan.

Charges

9.33 We will charge you:

- (a) a once-off establishment fee for each Xora Application licence purchased from us; and a
- (b) monthly licence fee for the Xora Application you select, as set out below.

You understand that there will be additional charges for your eligible mobile devices, your mobile plan, mobile data plan and voice and data usage.

(a) 12 month fixed term plan

Xora Application Establishment Charge	GST excl	GST incl
All Xora Applications	\$36.36	\$40.00
Xora Application Monthly Charges	GST excl	GST incl
Xora TimeTrack Lite	\$24.54	\$27.00
Xora TimeTrack Business Plus	\$28.63	\$31.50
Xora TimeTrack Gold	\$32.72	\$36.00

(b) Month-to-month casual plan

Xora Application Establishment Charge	GST excl	GST incl
All Xora Applications	\$36.36	\$40.00
Xora Application Monthly Charges	GST excl	GST incl
Xora TimeTrack Lite	\$27.27	\$30.00

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Xora Application Establishment Charge	GST excl	GST incl
All Xora Applications	\$36.36	\$40.00
Xora Application Monthly Charges	GST excl	GST incl
Xora TimeTrack Business Plus	\$31.82	\$35.00
Xora TimeTrack Gold	\$36.36	\$40.00

General

- 9.34 You must use your Xora Application, our services and our networks in accordance with our Acceptable Use Policy available at www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

10 Trimble GeoManager Solution

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. If you use In Vehicle Telematic 3G OBD devices, the services and related products you acquire in connection with Trimble Geomanager Solution will no longer work from this this date. For further information please visit: tel.st/3g

From 30 March 2021 Trimble (GeoManager) is no longer available for order by new customers. Existing customers will continue to be able to add new services, make changes to existing services or recontract existing services until further notice.

What is the Trimble GeoManager Solution?

- 10.1 The Trimble GeoManager Solution will enable eligible customers with properly configured in-vehicle devices to access certain information about the use of their vehicles via the Trimble website including:
- (a) scheduled vehicle location information reports;
 - (b) vehicle location information on demand; and
 - (c) mapping information.

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Eligibility

- 10.2 You are only eligible for the Trimble GeoManager Solution if you have an ABN, ACN or ARBN.

What do you need to access the Trimble GeoManager Solution?

- 10.3 To use the Trimble GeoManager Solution, you will need to:
- (a) where you have acquired the Trimble GeoManager Solution on or before 8 February 2012, have purchased a licence from us for the Trimble GeoManager iLM application; or
 - (b) where you acquire the Trimble GeoManager Solution after 8 February 2012, purchase from us:
 - (i) a licence for either:
 - (A) the Trimble Fleet Management Level 1 (Standard) application; or
 - (B) Trimble Fleet Management Level 2 (Fleet application); and
 - (ii) if you want to use any of the optional add-on applications, a licence for:
 - (A) the Trimble Fleet Management Work Management Add On application; and/or
 - (B) the Trimble Fleet Management Driver Safety Add On application,
 - (c) (the “**Trimble GeoManager application(s)**”) for each vehicle that you intend to manage using the Trimble GeoManager Solution;
 - (d) purchase a compatible in-vehicle device from us or a third party for each vehicle that you intend to manage using the Trimble GeoManager Solution;
 - (e) properly install and configure the in-vehicle devices in your vehicles (or engage a third party to do so); and
 - (f) connect each compatible in-vehicle device to an eligible post-paid Telstra mobile voice plan (most post-paid Telstra Business Mobile plans and default voice plans associated with eligible data packs are eligible) and eligible GPRS, 3GSM or NextG mobile data plan (or choose to receive GPRS, 3G or NextG packet data from us at the Pay As You Go rate associated with your eligible post-paid Telstra mobile voice plan).
- 10.4 You understand that it is solely your responsibility to purchase in-vehicle devices from us or a third party that are compatible with the Trimble GeoManager Solution (as advised by

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us or Trimble) and to ensure that those in-vehicle devices are properly installed and configured.

- 10.5 To access the Trimble GeoManager application(s) and use the Trimble GeoManager Solution you must also have access to the Internet.

Distribution of Trimble GeoManager applications(s)

- 10.6 If you purchase licenses for the Trimble GeoManager application(s) from us, you understand that, unless we advise otherwise, your Trimble GeoManager application(s) will be distributed to you by Trimble Navigation Limited (**Trimble**), acting as our agent for this purpose, via a website operated by Trimble. You will be assigned a username and a password to enable you to access the website. You must ensure that your username and password is protected from unauthorised use.

Distribution of in-vehicle devices and accessories

- 10.7 You may purchase in-vehicle devices and accessories from us. If you do:
- (a) you understand that, unless we advise otherwise, your in-vehicle devices and/or accessories will be distributed to you by Trimble, and Trimble may contact you on our behalf for the purpose of distributing the in-vehicle devices and/or accessories to you;
 - (b) property in and title to the in-vehicle devices and/or accessories (other than software) passes from us to you on payment in full by you of the relevant fees for the in-vehicle devices and accessories; and
 - (c) risk in the in-vehicle devices and accessories (other than software) passes to you on receipt by you of the in-vehicle devices and accessories.

Orders for Trimble installation services

- 10.8 If you would like to engage Trimble to provide installation services in relation to the in-vehicle devices and/or accessories you purchase from us, we may take orders for installation services for Trimble. The terms, including pricing, for such installation services are set by Trimble. You will be billed by Trimble for the installation services.
- 10.9 We are not responsible for the installation or configuration by Trimble of in-vehicle devices or accessories.

Training and self-installation certification

- 10.10 We do not provide training or self-installation certification services in relation to the Trimble GeoManager Solution. If you require such services you must acquire them from a third party.

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- 10.11 If you would like to engage Trimble to provide training or self-installation certification services, we may take orders for such services on behalf of Trimble. The terms, including pricing, for such training or self-installation certification services are set by Trimble.
- 10.12 If you place an order for Trimble's training or self-installation certification services with us, we will pay Trimble for such services and charge you for such services.
- 10.13 We are not responsible for any training or self-installation certification services provided by Trimble or any third party.

Licence terms

- 10.14 If you purchase a licence for any of the Trimble GeoManager application(s) from us, we will grant you a non-exclusive and non-transferable licence to use the Trimble GeoManager application(s) as part of the Trimble GeoManager Solution solely for your own internal business purposes for the term of your contract with us.
- 10.15 You understand that you must not:
- (a) copy, reproduce or modify the Trimble GeoManager application(s) or create any derivative work from the Trimble GeoManager application(s);
 - (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Trimble GeoManager application(s) to any third party;
 - (c) use, or permit a third party to use, the Trimble GeoManager application(s) for any emergency, mission critical or hazardous activities;
 - (d) use the Trimble GeoManager application(s) for any third party training or similar commercial purposes;
 - (e) cause or allow the disassembly, decompilation or reverse engineering of the Trimble GeoManager application(s) or otherwise attempt to gain access to the source code of the Trimble GeoManager application(s); and
 - (f) cause, assist or allow any third party to do any of the acts described in this paragraph 15.15.
- 10.16 You understand that you have no rights or interests in the Trimble GeoManager application(s) other than those expressly granted in this section.

Additional obligations and acknowledgements

- 10.17 You must not:
- (a) use the Trimble GeoManager Solution for any unlawful, abusive or fraudulent purpose;

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- (b) use the Trimble GeoManager Solution in any way that interferes with Trimble's ability to provide products or services to other customers;
- (c) create or use any software programs that automatically activate functions on Trimble's website without Trimble's written consent; and
- (d) use, duplicate or disclose any technical data or information relating to the operation of the Trimble GeoManager Solution disclosed to you by Trimble without Trimble's written consent.

10.18 You understand that:

- (a) we and/or Trimble are not responsible for the improper storage of data transmitted by your vehicles or entered by you via Trimble's website or the Trimble GeoManager application(s), or for the delivery of messages;
- (b) if you download or access any data, information, files or other materials from Trimble's website you do so at your own risk;
- (c) the functionality of the Trimble GeoManager Solution may be restricted by the functionality and limitations of our GPRS, 3GSM and/or Next G networks, global positioning systems and the Internet;
- (d) Trimble GeoManager application(s) purchased from us will not operate in any country other than Australia;
- (e) the Trimble GeoManager Solution will be automatically suspended if it has not been used by you in a particular vehicle for approximately 4 hours and will not operate until the ignition in the relevant vehicle is restarted;
- (f) the Trimble GeoManager Solution does not collect and store data from your vehicles in real time and there may be delays in receiving data transmitted from your vehicles;
- (g) it is your responsibility to confirm that any maps or directions provided to you through your use of the Trimble GeoManager Solution are accurate;
- (h) it is your responsibility to ensure that your use of the Trimble GeoManager Solution complies with your privacy obligations;
- (i) you must clearly and conspicuously notify each individual who may be the subject of location information collected through the in-vehicle devices, both in advance and regularly afterwards, that:
 - (i) the location information may be accessed and/or used by, and disclosed to, you or your service providers or other nominees; and

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- (ii) a third party may be able to identify the individual's geographic location.
- (j) Trimble may use data transmitted from your vehicles or entered by you via Trimble's website or the Trimble GeoManager application(s) in accordance with its privacy policy which may be viewed at <http://www.trimble.com/privacy.shtml>;
- (k) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not warrant that the Trimble GeoManager Solution or the website operated by Trimble will be error-free or operate uninterrupted;
- (l) as far as the law permits and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we exclude all warranties, rights and remedies in connection with the Trimble GeoManager Solution, and each component of it supplied by us (or Trimble on our behalf), that you would otherwise be entitled to at law (however this does not limit or exclude any warranties available to you at law which cannot be limited or excluded); and
- (m) as far as the law permits and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, neither we nor Trimble will be liable for any loss or damage arising out of your breach of any privacy or data protection laws, including by your use (or attempted use) of the Trimble GeoManager Solution, or transmission of information as part of your use of the Trimble GeoManager Solution.

Trimble GeoManager application(s) support services

- 10.19 Trimble will operate a helpdesk that you may contact via the Internet or telephone for reasonable Internet-based and telephone support in relation to your use of the Trimble GeoManager application(s). You may contact this helpdesk by calling 1300 255 477 between the hours of 8.00am to 6.00pm AEST, Monday to Friday (excluding public holidays), or via the Internet (<http://www.trimble.com/mrm>) 24 hours a day, 7 days a week.

Security of data

- 10.20 You understand that you are responsible for the security and integrity of the data transmitted from your in-vehicle devices using the Trimble GeoManager Solution.
- 10.21 You understand that data transmitted over our GPRS, 3GSM or NextG networks using the Trimble GeoManager Solution may be intercepted by third parties without our knowledge (or the knowledge of Trimble).
- 10.22 If you require additional security for your data, please contact your Telstra representative.

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Contract term

- 10.23 A licence for the Trimble GeoManager application(s) that you obtain from us is only available on a fixed contract term for the duration set out in the application form that you will sign or in our separate agreement with you. At the end of your contract term, we will continue to provide you and may continue to use, the licence for the Trimble GeoManager application(s) on a casual basis. You must continue to pay the fees to use that licence as set out in the application form that you sign or in our separate agreement with you.

Cancelling your Trimble GeoManager iLM application licence

- 10.24 If you cancel your licence(s) for the Trimble GeoManager application(s) before the end of your contract term, you must pay us the early termination charge outlined in the application form that you sign or in our separate agreement with you.
- 10.25 If you have purchased a licence for the Trimble Fleet Management Level 2 (Fleet) application, and want to change your licence to the Trimble Fleet Management Level 1 (Standard) application during your fixed contract term, you must pay us the early termination charge outlined in the application form that you sign or in our separate agreement with you.
- 10.26 If you cancel the eligible Telstra mobile plan or Telstra mobile data plan used in conjunction with your Trimble GeoManager application(s) licence and do not move your service to another eligible Telstra mobile plan or Telstra mobile data plan (as relevant), the associated license(s) for your Trimble GeoManager application(s) will be automatically cancelled and you must pay us an early termination charge in accordance with the terms governing that licence of your Trimble GeoManager application(s) as set out above.

Charges

- 10.27 The monthly licence fee for Trimble GeoManager application(s) will be:
- (a) The monthly fees set out below in relation to the Trimble GeoManager iLM application acquired on or before 8 February 2012: and

Trimble GeoManager iLM application	GST excl	GST incl
12 month licence term	\$59.09	\$65.00
24 month licence term	\$54.55	\$60.00
36 month licence term	\$50.00	\$55.00

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- (b) for all other Trimble GeoManager application(s), the monthly fees as set out in the application form that you sign or in your separate contract with us.

You must pay us the applicable monthly licence fee for each Trimble GeoManager application licence you purchase from us. You understand that there will be additional charges for the in-vehicle devices, any accessories you purchase, your mobile plan, mobile data plan and voice and data usage. You must also pay for any additional services you use that are provided by us in connection with the Trimble GeoManager Solution.

General

- 10.28 You must use your Trimble GeoManager application(s), our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

10.29

11 Exchange Online Mobile Email Plan

What is the Exchange Online Mobile Email Plan?

- 11.1 The Exchange Online Mobile Email Plan is a mobile email plan that provides eligible T-Suite customers with access to Exchange email (including attachments), calendar and contacts from compatible devices for \$12.95 per month.
- 11.2 The Exchange Online Mobile Email Plan is not available with any other Telstra mobile offer unless specified by us.

Eligibility

- 11.3 To be eligible for an Exchange Online Mobile Email Plan, you must have:
- (a) an ABN, ACN or ARBN;
 - (b) an active T-Suite subscription to the Microsoft Exchange Online Standard Service or a Business Productivity Online Standard Suite with the Microsoft Exchange Online Standard Service (“**Eligible T-Suite Service**”);

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- (c) a compatible Next G device (as notified by us from time to time) as listed on www.telstra.com/business, which is connected to any Telstra business post-paid mobile plan (“**Eligible Mobile Service**”).

Minimum contract term

- 11.4 The Exchange Online Mobile Email Plan is provided on a month to month basis.
- 11.5 You may cancel your Exchange Online Mobile Email Plan at any time. If you cancel your Exchange Online Mobile Email Plan part way through a month, the monthly access fee will be pro-rated according to the remain days in that month. Early termination charges do not apply if you cancel t nhe Exchange Online Mobile Email Plan.
- 11.6 If the Exchange Online Mobile Email Plan is no longer available, we may roll your service onto any other monthly plan that is reasonably comparable if one exists, otherwise we will cancel the plan on 30 days prior notice to you. We will also tell you before we roll your service onto another plan. If you are not happy with your new plan, you may terminate that plan by giving us notice.

Eligible T-Suite Service and Eligible Mobile Service

- 11.7 You must comply with the terms of your Exchange Online Mobile Email Plan, Eligible T-Suite Service and Eligible Mobile Service at all times.
- 11.8 If your Eligible T-Suite Service and/or Eligible Mobile Service are suspended, cancelled or terminated during your Exchange Online Mobile Email Plan subscription, we will cancel your Exchange Online Mobile Email Plan and the monthly access fee will be pro-rated according to the remaining days in that month.

Usage restrictions

- 11.9 Telstra’s Fair Play Policy applies to the Exchange Online Mobile Email Plan. Eligible usage over 1GB per service per month will result in your speed being reduced to 100kbps. This is to ensure other customers using the same service are not detrimentally affected (we will notify you when this occurs).
- 11.10 Eligible usage under the Exchange Online Mobile Email Plan covers access to and use of exchange email (including attachments) calendar and contacts from your compatible device within Australia. It does not cover other forms of data use from your mobile, such as WAP or web browsing, or use outside Australia. To cover such additional use, you will require a separate data or browsing plan or PAYG sessions.

Charges

- 11.11 We charge you the following monthly access fee for the Exchange Online Mobile Email Plan. This fee is in addition to the fees and charges you must pay us for your Eligible T-Suite Service and Eligible Mobile Service, compatible device and additional usage.

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Exchange Online Mobile Email Plan	GST excl.	GST incl.
Monthly access fee (including a monthly included data allowance) per user	\$11.77	\$12.95

One month free trial

11.12 You will be entitled to a free trial of the Exchange Online Mobile Email Plan in the first month of your subscription. At the end of the trial month, you will continue on the Exchange Online Mobile Email Plan and be charged the monthly access fee unless you cancel your subscription. You are only entitled to one free trial for the Exchange Online Mobile Email Plan.

12 m-View mobile and MAVEO video streaming

Note: On and from 2 November 2012, the MAVEO Managed Service license will not be available for purchase, and the m-View Mobile licence will only be available on a month-to-month basis.

What is m-View mobile and MAVEO video streaming?

12.1 The m-View mobile and MAVEO video streaming service is a live video streaming system designed for operation over wireless networks. m-View Mobile enables you to send and receive live video, audio and photos in real time over wireless networks from a range of compatible mobile devices. MAVEO is an unmanned remotely controllable video streaming device for rapid, mobile or temporary deployments.

12.2 m-View mobile and MAVEO video streaming includes the following software:

- (a) m-View Broadcaster - which captures, compresses and streams the video footage via a wireless internet connection;
- (b) m-View Server - which receives, processes and routes sound and vision to multiple users to view; and
- (c) m-View Viewer - which allows users to access and manage video streams.

m-View mobile and MAVEO video streaming licence options

12.3 The following options are available:

Licence	Includes:
m-View Mobile	<ul style="list-style-type: none"> • an m-View Mobile licence • an m-View Hosted Account • Account set-up

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	<ul style="list-style-type: none"> • Online Training • Usage analysis monthly report • User support via phone and email relating to activation and use of m-View Mobile.
MAVEO Managed Service	<ul style="list-style-type: none"> • an m-View Hosted Account • Account set-up • Online Training • User support via phone and email on activation and use of MAVEO devices.

What do you need to access m-View mobile and MAVEO video streaming?

- 12.4 To use m-View mobile and MAVEO video streaming you will need to:
- (a) purchase:
 - (i) the MAVEO devices from us if you select the MAVEO Managed Service licence; or
 - (ii) from us, or supply your own, compatible mobile handsets if you select the m-View Mobile licence. A list of the current compatible mobile handsets can be found at www.telstra.com or www.momentumgroup.com.au; and
 - (b) purchase the m-View Mobile or MAVEO Managed Service licence from us for each mobile handset and each MAVEO device that you intend to use in connection with m-View mobile and MAVEO video streaming service.
- 12.5 You will need to ensure your network access is configured for use with the m-View mobile and MAVEO video streaming service.
- 12.6 You must separately acquire from us a mobile data plan for each mobile device and MAVEO device. We cannot provide m-View mobile and MAVEO video streaming on a particular handset or MAVEO device if you do not have a mobile data plan. It is your responsibility to choose and maintain your mobile data plan separately. The terms (including fees and charges) for your mobile data plan are separate from and in addition to the terms (including fees and charges) for your m-View mobile and MAVEO video streaming service.

Term

- 12.7 You can take the m-View Mobile licence on a casual (i.e. month to month) basis.

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12.8 Your m-View mobile and MAVEO video streaming service starts when we first supply any part of your m-View mobile and MAVEO video streaming service to you and will continue for a term that you agree with us.

12.9 After the agreed term, your m-View mobile and MAVEO video streaming service will continue on a month-to-month basis.

Eligibility

12.10 m-View mobile and MAVEO video streaming is not available to Telstra Wholesale customers or for resale.

Acceptable use and Terms of Use

12.11 You have to do what we reasonably tell you to do relating to your use of m-View mobile and MAVEO video streaming, including complying with our Acceptable Usage Policy (as we vary it from time to time).

12.12 Your use of the m-View mobile and MAVEO video streaming service is subject to you accepting Momentum's Terms of Use, which are set out in your application form.

12.13 You acknowledge that by using the m-View mobile and MAVEO video streaming service you will be bound by the Terms of Use.

Your responsibilities

12.14 You will need to meet minimum technical requirements, details of which we can provide on request, and which can be found at www.telstra.com.

12.15 The m-View mobile and MAVEO video streaming service utilises standard protocols including for transmission of video over the internet, but the ability of video to pass through your firewall will be dependent on your network settings. Your Telstra representative can provide information on firewall settings however you are responsible for ensuring your network is configured so it is compatible with your network.

12.16 You will be able to monitor your m-View or MAVEO video streaming usage levels via the Momentum web portal, and will be provided with an email update on your m-View or MAVEO video streaming usage levels once each month.

Training, Integration and professional services

12.17 It is your responsibility to purchase the mobile handsets from us or a third party, and if relevant, MAVEO devices from us, and ensure that the m-View mobile and MAVEO video streaming software and hardware is properly installed and configured with your network.

12.18 We do not provide training, integration or other professional services in relation to the m-View mobile and MAVEO video streaming service.

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- 12.19 If you would like to engage Momentum to provide training, integration or other professional services, we may take orders for such services on behalf of Momentum. The terms, including pricing, for such professional services are set by Momentum and will be advised by Momentum at the time you request such services.
- 12.20 We are not responsible for any training, integration or other professional services provided by Momentum.
- 12.21 If you ask us, and if we agree, we may include in our bill to you the charges for any training, integration or other professional services provided by Momentum. You acknowledge and agree that you are purchasing such services from Momentum and Telstra is providing billing services only. We bear no liability in respect of those training, integration or other professional services.

What equipment do we provide?

- 12.22 You may purchase the following MAVEO devices from us:

Device	Description
– MAVEO Monitoring	a wireless CCTV option that is suitable for temporarily deployed monitoring, or CCTV deployments where fixed data lines are not available.
– MAVEO Portable	a portable monitoring kit that is packaged in a hard-case and designed to be quickly deployed for surveillance or incident response.
– MAVEO Auto	for in-vehicle deployments. Includes ruggedized PC, Cables, wide angle camera

Delivery of equipment

- 12.23 It is your responsibility to arrange for delivery of any equipment you purchase from us. You must pay for that delivery separately and in addition to the cost of the equipment you purchase from us.
- 12.24 If you ask us and we agree, we can arrange for Momentum to deliver any equipment you purchase from us. Momentum will quote you separately for the delivery charges based on your location, and will deliver the equipment to your premises during standard business hours (8am to 6pm) on a business day. Momentum will try to tell you of any delays in delivering the equipment.
- 12.25 If you have any special delivery requests, Momentum will try to meet them. However, any such requests may incur additional charges that we will advise you of.

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12.26 If you choose a party other than Momentum to deliver any equipment you purchase from us, you must arrange for the equipment to be collected:

- (a) from Momentum’s premises or a location otherwise notified to you by Momentum;
- (b) within 2 business days of being notified that the equipment is ready for collection; and
- (c) between the hours of 10am and 4pm AEST on business days.

You acknowledge that if you fail to comply with the above, Momentum will arrange for your equipment to be delivered at your cost.

Ownership of equipment

12.27 All responsibility and risk in the equipment passes from us to you when Momentum delivers it, or, if you arrange for your own delivery, when the equipment is collected from Momentum’s premises.

12.28 You will own the equipment once you pay us all the applicable equipment charges.

Limited Warranty

12.29 In addition to your rights implied at law which cannot be excluded, if the MAVEO device becomes defective during the first 12 months of your minimum term we will repair or replace the MAVEO device within a reasonable period of being asked to do so.

Monthly charges

12.30 We charge you the following monthly charges based on your chosen licence option for your m-View mobile and MAVEO video streaming service:

Plan	Price per month (GST excl.)
m-View Mobile (casual)	\$45.00
m-View Mobile (24 month minimum term) – only applies to licences acquired before 02/11/12)	\$35.00
MAVEO (24 month minimum term) – only applies to licences acquired before 02/11/12)	\$220.00

Equipment charges

12.31 If you purchase equipment from us, we charge you the m-View mobile and MAVEO video streaming equipment charges set out in your application form. Those charges do not include the cost of delivery.

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Cancelling your m-View mobile and MAVEO video streaming service

- 12.32 If either your m-View mobile and MAVEO video streaming service or your mobile data plan is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately.
- 12.33 In addition to any other rights of cancellation we may have, we may cancel your m-View mobile and MAVEO video streaming service (or any part of it) at any time after the agreed term of your service by telling you in writing one month beforehand.
- 12.34 In addition to any other rights of cancellation you may have, you may cancel your m-View mobile and MAVEO video streaming service at any time after the agreed term of your service (if applicable) by giving us 30 days written notice.

Early Termination Charge

- 12.35 If during the minimum term your m-View mobile and MAVEO video streaming service is cancelled for any reason other than for our material breach, we may charge you an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount calculated as follows:

- (a) if you cancel within the first 12 months of your minimum term:

$$A \times 12 \times 100\%$$

- (b) if you cancel after the first 12 months of your minimum term:

$$A \times B \times 100\%$$

Where:

“A” = the average Service charges paid or payable each month by you for your m-View mobile and MAVEO video streaming up to the date of cancellation.

“B” = the number of months (or part of a month) remaining in the minimum term.

You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

Suspending your m-View mobile and MAVEO video streaming

- 12.36 We can suspend your m-View mobile and MAVEO video streaming service (or any part of it) immediately, if we believe on reasonable grounds that your service is being used contrary to our Acceptable Usage Policy.
- 12.37 We can cancel your m-View mobile and MAVEO video streaming service by telling you in writing if it has been suspended continuously for at least 30 days (including the day it was first suspended).

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Service restoration

12.38 If your m-View mobile and MAVEO video streaming service is disrupted we will aim (but do not guarantee) to repair and restore your m-View mobile and MAVEO video streaming service in accordance with the timeframes and terms set out below:

Service Incident			
Severity level	Response Times	Update Frequency	Restoration Times
1 (Critical)	15 min	1 hour	2 hours
2 (Major)	30 min	2 hours	8 hours
3 (Minor)	1 hour	8 hours	2 business days

Service Request			
Request Type	Description	Response	Restoration
MAC	User or Device Add/Change/Delete	1 hour	1 business day
Security	Password Reset	15 mins	30 mins
How To / RFI	Information Request	1 hour	3 business days

12.39 The timeframes set out above commence from the time the disruption is notified to our help desk. If a disruption becomes apparent or is notified outside the help desk hours (as set out in clause 12.42 below), the time frames commence from the start of the next business day.

m-View mobile and MAVEO video streaming Availability

12.40 We will aim (but do not guarantee) to provide m-View mobile and MAVEO video streaming availability of at least 97%. m-View mobile and MAVEO video streaming availability is calculated as the number of hours for which the Service is available in that month in accordance with the following formula:

$$((Scheduled\ Time - (Downtime - Excusable\ Downtime)) \times 100) / Scheduled\ Time$$

Where:

Scheduled Time in a month means the number of hours specified as hours during which the Service is scheduled to be available.

Downtime means the number of hours during Scheduled Time in that month during which the Service is not available.

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Excusable Downtime is any scheduled maintenance or planned outage period; any unavailability of the Service caused by a defect, error or malfunction in any item of hardware, software, configuration or service, and communications not within our control; and any unavailability of the Service caused by an event beyond our reasonable control.

Help Desk

- 12.41 Momentum will operate a helpdesk that you may contact for support in relation to your use of your m-View mobile and MAVEO video streaming. This helpdesk will operate between the hours of 9am to 6.00pm (AEST) on business days and can be contacted by phone on 1300 703 199

Special meanings

- 12.42 The following words have the following special meanings:

business day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located;

Momentum means Momentum Technologies Services Pty Limited;

Severity level 1 (Critical) means a disruption to your m-View mobile and MAVEO video streaming service which means that your core business functions, as made available through the m-View mobile and MAVEO video streaming service, cannot be fulfilled;

Severity level 2 (Major) means a disruption to your m-View mobile and MAVEO video streaming service that prevents any of your end users from doing their normal daily work; and

Severity level 3 (Minor) means a disruption to your m-View mobile and MAVEO video streaming service that prevents the completion of necessary but not urgent work.

13 Telstra Mobile Connect Solution

Not available for new service connections or service changes from 01 January 2023 and discontinued from 30 March 2023.

What is the Telstra Mobile Connect Solution?

- 13.1 Unless we otherwise agree, Telstra Mobile Connect Solution is not available to new or recontracting customers on and from 18 August 2020.
- 13.2 Our Telstra Mobile Connect Solution ("TMCS") allows eligible business customers with:
- (a) devices which are properly configured and certified by us as compatible with TMCS ("**devices**");

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(b) compatible business application software with a valid SSL server certificate, and any other software necessary to run such software ("**SSL business application software**"); and

(c) any other software, licences and hardware required to use the SSL Business Services,

to:

(d) send and receive data on the SSL business application software over SSL, including allowing them to send email ("**SSL Business Services**"); and

(e) access the internet on the devices.

Availability and set up

13.3 We supply the TMCS for use by you for business purposes and you must use the TMCS predominantly for business purposes. You must have an Australian Business Number and an Australian billing address.

13.4 You can only use the TMCS if you:

(a) have a device for each intended service;

(b) connect (and keep connected) each intended service to:

(i) a Telstra Mobile Connect Plan ("**TMCP**"); and

(ii) either the Mobile Connect Voice Plan or an Eligible Mobile Voice Plan;

(c) have, and can run, the SSL business application software (including having all necessary server and client access licences);

(d) satisfy other minimum system, hardware, software and licence requirements as advised by us.

13.5 Your SSL business application software must:

(a) be connected to the internet;

(b) be configured to the settings (if any) required to access an eligible device; and

(c) have an appropriate SSL certificate installed.

13.6 You must set up your SSL business application software so that all data transmitted to a device through such software is encrypted. Any such data that is not encrypted will not

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be recognised as SSL business Services and will count towards your monthly mobile internet data allowance.

- 13.7 The TMCS is not compatible with pre-paid mobile plans.
- 13.8 It is your responsibility to purchase, install and configure all software & licences to work with the SSL Business Service.

Voice Plan

- 13.9 You must, in addition to the TMCP, have an Eligible Mobile Voice Plan connected to each intended service.
- 13.10 For the purposes of the TMCS, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.
- 13.11 We will automatically connect a service to the Mobile Connect Voice Plan (described below) if you fail to elect an Eligible Mobile Voice Plan for that service.
- 13.12 There are additional licence terms which apply to your use of the TMCS. These terms are described in more detail under “Additional Terms” below.

Support

- 13.13 If you connected to a TMCP before 1 June 2011, we will operate a helpdesk for all Microsoft ActiveSync services connected to a TMCP, subject to clause 13.15. If you connect to TMCP on or after 1 June 2011 then we will operate a helpdesk to support eligible devices connected to a TMCP.
- 13.14 This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation to your TMCS. The helpdesk will operate twenty four hours a day, seven days a week. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.
- 13.15 Support services will not be provided in relation to faults or problems with your Microsoft Exchange software which are not related to your ActiveSync Services nor in relation to SSL Business software.

Contract term

- 13.16 If you purchase a device for a service at a subsidised price, you can select a 24 month TMCP with a device, as determined by us, at a subsidised price (“**Mobile Connect Plan with Device**”).

At the end of your 24 month contract term, the service will continue on the same Mobile Connect Plan with Device and, if applicable, the Mobile Connect Voice Plan, on a month

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to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

13.17 If you purchase a device for a service outright, you can select for that service:

- (a) a 24 month TMCP service only (“**Mobile Connect SIM Only Plan**”); or
- (b) a month to month TMCP service only (“**Mobile Connect SIM Only Casual Plan**”).

At the end of your 24 month contract term, the service will continue on the same Mobile Connect SIM Only Plan and, if applicable, the Mobile Connect Voice Plan, on a month to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

13.18 If a 24 month TMCP is no longer available to new customers at the end of the contract term for any service connected to that plan, we may transfer the service to any other current plan which is reasonably comparable. We will tell you before this happens.

Cancelling or moving from a TMCP

13.19 If you have connected a service to a Mobile Connect Plan with Device and you cancel or move from the Mobile Connect Plan with Device for that service (including if you move to another TMCP), before the end of your 24 month contract term, you will be deemed to have cancelled your Mobile Connect Plan with Device and, if applicable, your Mobile Connect Voice Plan, and will be liable to pay us an ETC for the Mobile Connect Plan with Device as set out below.

13.20 If you have connected a service to a Mobile Connect SIM Only Plan and you cancel or move from the Mobile Connect SIM Only Plan for that service (including if you move to another TMCP but other than when moving to a Mobile Connect Plan with Device through Telstra’s direct channel and restart the contract term), before the end of your 24 month contract term you will be deemed to have cancelled your Mobile Connect SIM Only Plan and, if applicable, your Mobile Connect Voice Plan, and will be liable to pay us an ETC for the Mobile Connect SIM Only Plan as set out below.

13.21 If you cancel your Mobile Connect Voice Plan or Eligible Mobile Voice Plan connected to any of your services and do not move your service to another Eligible Mobile Voice Plan, the TMCP for that service will also be automatically cancelled and relevant ETC must be paid (if any) for any Eligible Mobile Voice Plan and the applicable TMCP.

13.22 You may cancel a TMCP connected to any of your services at any time, subject to you paying the applicable ETC (if any) under the relevant TMCP. You do not have to pay the ETC if your cancellation is a result of our material breach.

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- 13.23 If you cancel a TMCP (other than as a result of our material breach), we will not refund or waive any fees or charges already paid or incurred by you (including the TMCP Monthly Fee for the month in which you cancel the plan) except for fees or charges paid by you otherwise on account or in advance for services which have not been provided.
- 13.24 Without limiting any right of ours as set out in Our Customer Terms and our agreement (if applicable), if we reasonably believe that any service connected to a TMCP:
- (a) is not being used for the purposes for which the TMCS is provided;
 - (b) has breached our [FairPlay Policy](#); or
 - (c) has breached the terms of Our Customer Terms or our agreement (if applicable),
- we may:
- (d) disconnect or suspend the service, including any Mobile Connect Voice Plan or Eligible Mobile Voice Plan service; and
 - (e) cancel the TMCP and, if applicable, any Mobile Connect Voice Plan to which the service is connected.

If we disconnect or suspend any service in these circumstances, you will continue to be charged and will continue to be liable for all fees and charges (including the Monthly Fees) set out below for the TMCP and, any Mobile Connect Voice Plan or Eligible Mobile Voice Plan to which the service is connected.

Early Termination Charges and administration fees

- 13.25 The amount payable as an ETC for termination of a TMCP is calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

Where the Base ETC Amount is as set out below:

Plan	Monthly Fee (incl GST)	Base ETC Amount (incl GST)
Mobile Connect Plan with Device - Premium	\$69.95	\$1058
Mobile Connect Plan with Device - Standard	\$59.95	\$1058

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Mobile Connect Plan with Device - Basic	\$49.95	\$645
Mobile Connect SIM Only Plan	\$29.95	\$244

13.26 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Fees and charges for Mobile Connect Plan with Device

13.27 For a Mobile Connect Plan with Device, the Monthly Fee is set out below.

Plan	GST excl.	GST incl.
Mobile Connect Plan with Device - Premium	\$63.59	\$69.95
Mobile Connect Plan with Device - Standard	\$54.50	\$59.95
Mobile Connect Plan with Device - Basic	\$45.41	\$49.95

13.28 The Monthly Fee for the Mobile Connect Plan with Device is for:

- (a) SSL Business Services when the device is used on our Next G network in Australia through port 443, or when any data is sent or received by the device on our Next G network in Australia over the Telstra IP Wireless private APN (telstra.corp). This data usage will be reduced to a speed of 256kbps after 3GB of data usage per service month (we will notify you when this occurs); and
- (b) 2GB of data of internet usage per month per service to and from the device when the device is used on our Next G network in Australia.

13.29 The Monthly Fee for the Mobile Connect Plan with Device does not cover, and additional fees will apply for:

- (a) SSL Business Services and internet usage to and from the device when a device is roaming overseas;
- (b) internet usage for a service in any month which exceeds 2GB, on a PAYG basis at a rate set out below;

Pay-as-you-go	GST excl	GST incl
For each megabyte	9¢	10¢

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Pay-as-you-go	GST excl	GST incl
(charged per kilobyte (or part))		

When calculating data volumes:

- (i) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) your Mobile Connect Voice Plan or Eligible Mobile Voice Plan; and
 - (d) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above.

Data plans with SIM/Service only

13.30 The Monthly Fee for a TMCP SIM Only, is set out below.

TMCP SIM Only	GST excl	GST incl
Mobile Connect SIM Only Casual Plan	\$36.31	\$39.95
Mobile Connect SIM Only Plan	\$27.93	\$29.95

13.31 The Monthly Fee for any Mobile Connect SIM Only Plan and Mobile Connect SIM Only Casual Plan is for:

- (a) SSL Business Services when the device is used on our Next G network in Australia through port 443, or when any data is sent or received by the device on our Next G network in Australia over the Telstra IP Wireless private APN (telstra.corp). This data usage will be reduced to a speed of 256kbps after 3GB of data usage per month per service (we will notify you when this occurs); and
- (b) 2GB of internet usage per month per service to and from the device when the device is used on our Next G network in Australia.

13.32 The Monthly Fee for a Mobile Connect SIM Only Plan and Mobile Connect SIM Only Casual Plan does not cover, and additional fees will apply for:

- (a) SSL Business Services and internet usage to and from a device when a device is roaming overseas;
- (b) internet usage for a service in any month which exceeds 2GB, on a PAYG basis at a rate set out below;

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Pay-as-you-go	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	9¢	10¢

When calculating data volumes:

- (i) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) your Mobile Connect Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which is used on a device other than those expressly included as set out above.

Mobile Connect Voice Plan

13.33 If you fail to elect an Eligible Mobile Voice Plan to apply in relation to a service connected to a TMCP, we will automatically connect the service to the Mobile Connect Voice Plan.

13.34 If we connect a service to the Mobile Connect Voice Plan, we will charge you the following for the Mobile Connect Voice Plan for that service. The Mobile Connect Voice Plan is a default voice plan which allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Mobile Connect Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your Mobile Connect Voice Plan are set out in other parts of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Mobile Connect Voice Plan (business and government customers [click here](#)).

Mobile Connect Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢
Charges for calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	50¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

13.35 In addition, for your Mobile Connect Voice Plan, we will charge you for SMS and MMS in accordance with the Telstra Mobile section of Our Customer Terms.

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International roaming is not included

- 13.36 Fees and charges in connection with any use of a device (including for SSL Business Services) whilst the device is roaming overseas are NOT covered by the monthly fee for a TMCP.
- 13.37 Fees and charges in connection with any use of devices connected to a TMCP whilst roaming overseas, are set out in the [Part I – Heading Overseas \(International Roaming\) section of Our Customer Terms](#). Use of such device whilst roaming overseas will be charged in accordance with Part 1, or if it is not applicable, at the Our Customer Terms rates of the network you are using. We do not, except as set out in the Part I – Heading Overseas (International Roaming) section of Our Customer Terms, make any representation as to the charges or fees in connection with any use of the device whilst roaming overseas.

Additional terms

- 13.38 You acknowledge that the TMCS is not fault-tolerant and is not designed, manufactured or intended for use with on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the service could lead directly to death, personal injury, or severe physical, property or environmental damage ("**high risk activities**"). To the extent permitted by law, we, and our suppliers and contractors, expressly disclaim any express or implied conditions or warranty or statutory guarantee of the TMCS for high risk activities.
- 13.39 You agree to our rights under our Privacy Statement. In addition, you permit us to disclose to our suppliers and contractors all data generated or collected by or for us in connection with our agreement with you, your application for or use of TMCS or your use of services otherwise provided by us to you ("**Your Information**").
- 13.40 We will take reasonable steps to ensure that our suppliers and contractors keep Your Information confidential and use it in accordance with applicable privacy laws.
- 13.41 Our suppliers and contractors may use Your Information, and disclose Your Information to suppliers or contractors that they engage, under appropriate terms of confidentiality and data handling obligations for the purposes of:
- (a) assisting with the provision of the services provided under a TMCP;
 - (b) determining payment obligations, verifying compliance with licensing requirements, determining channel incentives, and for internal reporting; and
 - (c) in response to lawful requests from law enforcement authorities.

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General

- 13.42 You must ensure each device connected to a TMCP, our services and our networks are used in accordance with our Acceptable Use Policy available www.telstra.com.
- 13.43 Without limiting any other right we may have, we may terminate the access of any service connected to a TMCP to our networks if the use of it adversely impacts the operation and/or other customers' enjoyment of our network or if you or any service connected to a TMCP breaches a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms business and government customers [click here](#)). We will tell you before this happens.
- 13.44 If any regulatory consent or exemption that we require to provide the TMCS to you is not extended or is cancelled or withdrawn, we may terminate our agreement with you. We will tell you before this happens.

14 Telstra Mobile Device Management ("T-MDM") service

If you first acquire or renew your Telstra Mobile Device Management service:

- before 19 October 2015, then Part A of this clause 29 applies to your Telstra Mobile Device Management service until the date of your next service renewal;
- on or after 19 October 2015, then Part B of this clause 29 applies to your Telstra Mobile Device Management service.

PART A – Terms and conditions for T-MDM services acquired or renewed before 19 October 2015

- 14.1 The Telstra Mobile Device Management ("T-MDM") service is an online web portal powered by AirWatch that allows you to manage your Telstra-approved mobile devices ("Eligible Devices") that have an active internet connection, either through an eligible mobile data plan (such as a GPRS, 3G or Next G[®] network connection) or through an eligible Wi-Fi connection, in both cases as approved by us from time to time ("Eligible Service").
- 14.2 You can access the T-MDM service via the T-MDM portal, which requires your end users of an Eligible Device ("End Users") to have an active Eligible Service.

Eligibility

- 14.3 To be eligible to take up the T-MDM service, you must have:
- (a) an ABN, ACN or ARBN; and
 - (b) an Eligible Device connected to an Eligible Service,

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("Eligible Customer").

14.4 The table below is a summary of how you may be eligible to take up the T-MDM service:

Offering	Requirements	Section
Bring Your Own Device	You must be an Eligible Customer with an existing Telstra mobile account number on a: <ul style="list-style-type: none"> (a) Telstra plan which is not approved by Telstra for use with T-MDM; or (b) a plan from a carrier other than Telstra; or (c) Wi-Fi only Eligible Device. 	14.13
Telstra Mobile Connect Solution Plan	You must be an Eligible Customer on a Telstra Mobile Connect Solution Plan.	14.23
\$5 Bolt-on Plan	You must be an Eligible Customer on an eligible Telstra plan.	29.28
Secure Content Locker	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	29.34
Professional Software Installation	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	29.45
Onboarding Service	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	14.49

14.5 You (and your End Users) must have an Eligible Device as determined by us. Not all devices that are compatible with an Eligible Service may be an Eligible Device for the T-MDM service. Please see www.telstra.com/enterpriseclassedevices for a list of Eligible Devices.

14.6 Some Eligible Devices may require an End User to load a client application onto the Eligible Device before you can use the T-MDM service to manage that Eligible Device.

Sign-up process

14.7 To access the T-MDM portal complete and sign a 30 day trial application form with a nominated Telstra mobile account number and forward to you must get a first time login from us by contacting Telstra's Wireless Solutions Helpdesk at wireless@team.telstra.com. We will only provide the login to your nominated person(s). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to

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remotely manage your End Users' Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) make via your login.

- 14.8 You must change your password with reasonable regularity or when the circumstances require it (for example where your nominated representative(s) change). You are responsible for keeping your information safe by managing your own passwords and personnel who have access to the T-MDM portal. If you issue passwords to third parties, you are responsible for managing that process and their access to the portal. To the extent permitted under the law, we will not be responsible for security or privacy breaches related to the mismanagement of passwords by you or your nominated representative(s). We are not responsible for the actions of unauthorised third parties who access the T-MDM portal and information about you and your End Users using your passwords if you have failed to comply with this clause.

Using the T-MDM Service

- 14.9 The T-MDM service will only work when Eligible Devices are turned on and are in the Eligible Service's coverage area.
- 14.10 The available features and functions of the T-MDM service vary depending on the Eligible Device that is used. Some of the features of the T-MDM service may include allowing you to monitor devices, change settings on devices, install software on devices and send messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time. You should check the feature matrix on www.telstra.com/tmdm for details on features/functions supported by the T-MDM service.
- 14.11 You must have each End User's permission to use the T-MDM service on their Eligible Device. You and each of your individual End Users must not engage in conduct which is unlawful, fraudulent or negligent while using the T-MDM service. You are responsible for the conduct of your nominated representative(s) and each End User, or any other user, who uses the T-MDM service.
- 14.12 The T-MDM service allows you to connect to Eligible Devices using Eligible Services, but you must pay the relevant data usage charges associated with using those Eligible Services.

Bring Your Own Device

- 14.13 If you are an Eligible Customer, you can connect your Eligible Device to the T-MDM service if you have an existing Telstra mobile account number and your:
- (a) Eligible Service is a Telstra mobile data plan which is not approved by Telstra for use with T-MDM; or
 - (b) Eligible Service is a mobile data plan from a carrier other than Telstra; or

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(c) Eligible Device is Wi-Fi only,
 ("eligible BYO Device").

- 14.14 You connect your eligible BYO Device to the T-MDM service when you register your eligible BYO Device in the T-MDM portal. When you register your eligible BYO Device in the T-MDM portal we give you a Client Access Licence ("CAL") for that eligible BYO Device and we charge you a monthly fee for that CAL ("CAL Fee"). We will charge your CAL Fee monthly in advance.
- 14.15 The amount of your CAL Fee depends on the number of eligible BYO Devices that you have registered in the T-MDM portal. We determine the number of eligible BYO Devices that you have registered in the T-MDM portal on the 15th day of the previous month.
- 14.16 We may, without notice to you, increase or decrease the CAL Fee each month according to the number of eligible BYO devices you have registered in the T-MDM portal, in accordance with cl 14.18.
- 14.17 If you have more than 1000 eligible BYO Devices registered in the T-MDM portal then we will charge your CAL Fee in multiples. We will only do this if this results in a lower price being charged to you. For example, if you have 3050 eligible BYO Devices registered in the T-MDM portal then we will charge you a CAL Fee of \$12,000 (for 3,000 CALs) in addition to a CAL Fee of \$250 (for 50 CALs).
- 14.18 We use the table below to calculate your CAL Fee:

Number of BYO Devices registered in T-MDM portal	CALs	Monthly CAL Fee excluding GST	Monthly CAL Fee, including GST
Up to 25	25	\$113.64	\$125
26-50	50	\$227.27	\$250
51-100	100	\$454.55	\$500
101-150	150	\$681.82	\$750
151-200	200	\$909.09	\$1,000
201-250	250	\$1,136.36	\$1,250
251-300	300	\$1,363.64	\$1,500
301-350	350	\$1,590.91	\$1,750
351-400	400	\$1,818.18	\$2,000
401-450	450	\$2,045.45	\$2,250
451-500	500	\$2,272.73	\$2,500

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Number of BYO Devices registered in T-MDM portal	CALs	Monthly CAL Fee excluding GST	Monthly CAL Fee, including GST
501-550	550	\$2,500.00	\$2,750
551-600	600	\$2,727.27	\$3,000
601-650	650	\$2,954.55	\$3,250
651-700	700	\$3,181.82	\$3,500
701-750	750	\$3,409.09	\$3,750
751-800	800	\$3,636.36	\$4,000
801-850	850	\$3,863.64	\$4,250
851-900	900	\$4,090.91	\$4,500
901-950	950	\$4,318.18	\$4,750
951-1000	1000	\$4,545.45	\$5,000
1001-2000	2000	\$8,181.82	\$9,000
2001-3000	3,000	\$10,909.09	\$12,000
3001-4000	4000	\$12,727.27	\$14,000
4001-5000	5000	\$13,636.36	\$15,000

14.19 Your CAL Fee will be charged to your nominated billing account.

14.20 Your CAL Fee only covers access to the T-MDM portal. You must separately pay for any data usage fees and charges associated with the use of T-MDM and your Eligible Service.

14.21 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

14.22 You can cancel your CALs at any time by de-registering your eligible BYO Devices on the T-MDM portal.

T-MDM as part of a Telstra Mobile Connect Solution Plan

14.23 Access to the T-MDM service is available at no additional cost on a month to month basis per Eligible Device on a Telstra Mobile Connect Solution (“**TMCS**”) Plan.

14.24 You must pay separately for any data usage fees and charges associated with the use of the T-MDM service and your TMCS Plan as set out in Our Customer Terms.

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14.25 For use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

14.26 If you cancel your TMCS Plan and your Eligible Device is still registered on the T-MDM portal, that Eligible Device will be treated as an eligible BYO Device as outlined in clause 14.13 above and applicable CAL Fees will apply, in addition to any other applicable fees and charges for your TMCS Plan.

14.27 If you cancel your TMCS Plan and also de-register your Eligible Device from the T-MDM portal, you will no longer be charged CAL Fees for that Eligible Device. Any other fees and charges applicable in relation to your TMCS plan will still apply.

\$5 Bolt-on Plan

14.28 You can bolt on access to the T-MDM service to your Telstra Business or Telstra Enterprise and Government post-paid mobile plan if:

- (a) you are an Eligible Customer; and
- (b) your Eligible Service is not a Telstra Mobile Connect Solution Plan.

14.29 If you choose to add the \$5 Bolt-on Plan then we will charge you a monthly fee of \$5 (including GST) for each Eligible Device to which you add the \$5 Bolt-on Plan.

14.30 Your monthly fee only covers access to the T-MDM portal. You must pay separately for any data usage fees and charges associated with the use of T-MDM service and your Eligible Service as set out in Our Customer Terms.

14.31 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

14.32 You can cancel your \$5 Bolt-on Plan at any time on written notice to us. If you cancel your \$5 Bolt-on Plan and your Eligible Device is still registered on the T-MDM portal, that Eligible Device will be treated as an eligible BYO Device as outlined in clause 14.13 above and applicable CAL Fees will apply.

14.33 If you cancel your \$5 Bolt-on Plan and also de-register your Eligible Device from the T-MDM portal, you will no longer be charged CAL Fees for that Eligible Device.

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Secure Content Locker

- 14.34 The Secure Content Locker allows you to upload documents into the T-MDM platform and then gives Eligible Devices secure access to these documents through the T-MDM service.
- 14.35 You use the Secure Content Locker when you have an existing Telstra mobile account number and you use an Eligible Device to connect to the Secure Content Locker feature when using the T-MDM service. When you use the Secure Content Locker, we give you a Secure Content Locker Client Access Licence ("**Secure Content Locker CAL**") and we charge you a fee for that Secure Content Locker CAL ("**Secure Content Locker CAL Fee**"). We will charge your Secure Content Locker CAL Fee monthly in advance.
- 14.36 The amount of your Secure Content Locker CAL Fee depends on the number of Eligible Devices that you have using the Secure Content Locker. We determine the number of Eligible Devices that you having using the Secure Content Locker on the 15th day of the previous month.
- 14.37 If you have more than 1000 Eligible Devices using Secure Content Locker then we will charge your Secure Content Locker CAL Fee in multiples. We will only do this if this results in a lower price being charged to you. For example, if you have 3050 Eligible Devices using Secure Content Locker then we will charge you a Secure Content Locker CAL Fee of \$12,000 (for 3,000 Secure Content Locker CALs) in addition to a Secure Content Locker CAL Fee of \$250 (for 50 Secure Content Locker CALs).
- 14.38 We use the table below to calculate your Secure Content Locker CAL Fee:

Number of devices using Secure Content Locker	Secure Content Locker CALs	Monthly fee for Secure Content Locker CALs, excluding GST	Monthly fee for Secure Content Locker CALs, including GST
Up to 25	25	\$113.64	\$125
26-50	50	\$227.27	\$250
51-100	100	\$454.55	\$500
101-150	150	\$681.82	\$750
151-200	200	\$909.09	\$1,000
201-250	250	\$1,136.36	\$1,250
251-300	300	\$1,363.64	\$1,500
301-350	350	\$1,590.91	\$1,750
351-400	400	\$1,818.18	\$2,000
401-450	450	\$2,045.45	\$2,250

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Number of devices using Secure Content Locker	Secure Content Locker CALs	Monthly fee for Secure Content Locker CALs, excluding GST	Monthly fee for Secure Content Locker CALs, including GST
451-500	500	\$2,272.73	\$2,500
501-550	550	\$2,500.00	\$2,750
551-600	600	\$2,727.27	\$3,000
601-650	650	\$2,954.55	\$3,250
651-700	700	\$3,181.82	\$3,500
701-750	750	\$3,409.09	\$3,750
751-800	800	\$3,636.36	\$4,000
801-850	850	\$3,863.64	\$4,250
851-900	900	\$4,090.91	\$4,500
901-950	950	\$4,318.18	\$4,750
951-1000	1000	\$4,545.45	\$5,000
1001-2000	2000	\$8,181.82	\$9,000
2001-3000	3,000	\$10,909.09	\$12,000
3001-4000	4000	\$12,727.27	\$14,000
4001-5000	5000	\$13,636.36	\$15,000

- 14.39 The Secure Content Locker CAL Fees outlined in the table above only cover access to documents stored in the T-MDM portal and made available by you to your End Users.
- 14.40 You must pay separately for any data usage fees and charges associated with the use of T-MDM service, Secure Content Locker and your Eligible Service.
- 14.41 For use of T-MDM and Secure Content Locker outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).
- To see these terms –business and government customers [click here](#)
- 14.42 You can cancel your Secure Content Locker CALs at any time by de-registering your Eligible Devices on the T-MDM portal.
- 14.43 You will receive 25GB of cloud storage included with your Content Locker that can be shared amongst your Eligible Devices. Should you require additional cloud storage for Content Locker, the following pricing applies.

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Content Locker Cloud Storage	Price per annum, excluding GST. Paid in Advance	Price per annum, including GST. Paid in Advance
25GB	\$500.00	\$550
50GB	\$909.09	\$1,000
100GB	\$1,636.36	\$1,800
500GB	\$7,272.72	\$8,000
1TB	\$11,818.18	\$13,000

14.44 At the end of 12 months, the cloud storage will be automatically renewed and you will be charged for another 12 months in advance. Should you not wish for the storage to be renewed you can contact Telstra and the storage will be removed and all documents and content will be deleted. It is your responsibility to make copies of any documents and content before Telstra removes the storage.

Professional Software Installation

14.45 The Secure Email Gateway and Mobile Access Gateway features are available to existing and new T-MDM customers. Each feature requires software to be installed at your premises and on your computer hardware, for example your computer server.

14.46 We will offer you a fixed price for installing the software, provided that you supply the installed pre-requisite computer hardware at your own cost. If you advise us that you would like to use the Secure Email Gateway and Mobile Access Gateway features, we will give you the technical pre-requisites and you will need to comply with these technical pre-requisites before the software can be installed.

14.47 If you comply with the technical pre-requisites then we will install the software remotely over the internet to your computer hardware.

14.48 The table below sets out the price for the remote installation of software for one server. Multiple installations will incur multiple charges.

Software	Price per installation per server, excluding GST	Price per installation per server, including GST
Secure Email Gateway	\$1,090 per installation per server	\$1,200 per installation per server
Mobile Access Gateway	\$1,090 per installation per server	\$1,200 per installation per server

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Onboarding Service

- 14.49 Telstra can assist you to setup and configure the T-MDM portal over a web conference (up to 4 hours). You must participate in this web conference.
- 14.50 The following activities will be performed by Telstra during a web conference as part of the Onboarding Service:
- (a) Upload a maximum of 10 users (e.g. email addresses, names, credentials);
 - (b) Assists you to create and upload an Apple Push Notification Service certificate;
 - (c) Configure system generated messages (e.g. enrolment message, enrolment terms of use, compliance messages);
 - (d) Configure device agent settings to support GPS;
 - (e) Enable and configure telecom management features to assist you monitor data usage;
 - (f) Create settings for Eligible Devices (profiles);
 - (g) Create applications groups (required and blacklisted apps);
 - (h) Setup compliance policies for compromise status, applications, roaming and data usage; and
 - (i) Show you how to enrol a single Eligible Device and check that all the settings are pushed correctly.
- 14.51 The following activities are NOT included in the scope for the Onboarding Service:
- (a) Troubleshooting device settings or applications;
 - (b) Installation of AirWatch software (e.g. Secure Email Gateway and Mobile Access Gateway);
 - (c) Integration with your IT systems (e.g. Active Directory, SharePoint, Certificate Services);
 - (d) The ongoing management of your users, devices and settings;
 - (e) Enrolment of devices (Telstra will enrol a single device to check that settings are pushed correctly); and
 - (f) Setup Content Locker.

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14.52 The following activities must be completed by you prior to Telstra providing the Onboarding Service:

- (a) give Telstra a login to the T-MDM portal so settings can be configured on your behalf; and
- (b) complete a spreadsheet that defines all the users, settings, policies and applications you want setup. Telstra will supply you with this spreadsheet and explain the information required from you.

14.53 The table below sets out the price for the Onboarding Service.

Service	Price excluding GST	Price including GST
Onboarding Service	\$636.36	\$700

Free 30 day trial

14.54 When you use the T-MDM portal for the first time, you will receive a free 30 day trial. This trial ends 30 days after you receive a welcome email from Telstra with your login ("**Trial Period**") When you first sign up for the T-MDM portal, you must nominate on your application form an existing Telstra mobile account number for billing purposes.

14.55 During your Trial Period you may register with the T-MDM portal a maximum of 25 Eligible Devices, without having to purchase CALs for those Eligible Devices. However, if during the Trial Period you register more than 25 Eligible Devices in the T-MDM portal then you must pay the relevant CAL Fees for each Eligible Device, after the 25th Eligible Device, that you register.

14.56 During your Trial Period you may also use the Secure Content Locker feature as provided by the T-MDM portal, without having to purchase Secure Content Locker CALs. However, if during your Trial Period you have more than 25 Eligible Devices using the Secure Content Locker then you must pay the relevant Secure Content Locker CAL Fees for each Eligible Device, after the 25th Eligible Device, that is using the Secure Content Locker.

14.57 During the Trial Period, you must separately pay for any data usage fees and charges associated with the use of T-MDM and your Eligible Service.

14.58 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

14.59 After the Trial Period expires, you will automatically be moved to a paid T-MDM service and each Eligible Device that you have registered in the T-MDM portal will be charged the

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relevant CAL Fees or applicable Secure Content Locker CAL Fees, the day after your Trial Period expires.

- 14.60 If you connect to an eligible service after the Trial Period expires you will not be charged CAL Fees. The applicable Secure Content Locker CAL Fees will apply.
- 14.61 If you do not wish to be charged fees after your Trial Period has expired, then you must de-register all Eligible Devices that you have registered in the T-MDM portal before the expiry of your Trial Period.

Support

- 14.62 Although you may have an Eligible Device with an Eligible Service, we may not be able to provide technical support for the Eligible Device. To receive such support, the device must:
- (a) be an Eligible Device purchased from Telstra;
 - (b) have an eligible Telstra plan; and
 - (c) be listed as eligible for support on <http://www.telstra.com/enterpriseclassedevices>, ("**Supported Devices**").
- 14.63 Data cards and modems are not Eligible Devices or Supported Devices.
- 14.64 We will provide you with reasonable email support twenty four hours a day, seven days a week. This support includes the following assistance:
- (a) logging in and portal access;
 - (b) resolving problems with features/functions not working as designed;
 - (c) smartphone/tablet device connectivity to the T-MDM platform; and
 - (d) escalation of technical faults.
- 14.65 The following is excluded from support:
- (a) training or demonstrations;
 - (b) customer purchased equipment configuration;
 - (c) third party software configuration or troubleshooting;
 - (d) customer/third party settings on the devices that are not working; and
 - (e) loading and maintaining your Eligible Devices on the T-MDM portal.

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- 14.66 If you use a Supported Device overseas then we may only be able to provide limited support to you.
- 14.67 To request technical support for a Supported Device, you must send your support query by email to wireless@team.telstra.com. Depending on the nature of the problem, we may either reply by email or call you in response.
- 14.68 Additional obligations and acknowledgements
- 14.69 Subject to any non-excludable rights under consumer protection laws in relation to our provision of the T-MDM service, while we will use reasonable care and skill in providing T-MDM:
- (a) you must test any settings or software before they are sent to your End Users' Eligible Devices over the T-MDM service;
 - (b) we do not warrant that the T-MDM service will meet all of your or your End Users' requirements or expectations;
 - (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses or secure; and
 - (d) the availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.
- 14.70 You may have non-excludable rights under consumer protection laws in relation to the T-MDM service. Subject to any non-excludable rights:
- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your End Users or a third party in connection with the provision of the T-MDM service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;
 - (iii) loss or damage that was caused by your breach of contract or your negligence; and

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- (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
 - (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
 - (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal.
- 14.71 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the T-MDM service.
- 14.72 You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or your End Users breaching this clause 149.
- 14.73 You agree that we may provide your contact details and all other necessary information to AirWatch (Australia) Pty Ltd for the purposes of arranging installation of your software and associated services.

T-MDM End User Licence Agreement

- 14.74 Your use of the T-MDM service is also subject to the following provisions set out in clauses 29.74 to 29.77 below ("**End User Licence Agreement**").
- 14.75 The following definitions apply to the End User Licence Agreement:

"**Derivatives**" mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent or trade secret; and (iv) results of any research, tests or analysis of a party's confidential information, or intellectual or proprietary property.

"**Documentation**" means only those written user guides, specifications, and manuals supplied or made available to you by Telstra or its licensors, that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by Telstra or its licensors from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications.

"**Embedded Software**" means any software provided as an included part of the Software that is owned by one or more third parties and licensed to Telstra or its licensors.

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"Enhancements" means (i) any revision, amendment, or modification to the Software requested by User for which User may or may not pay an agreed-upon fee to develop and provide such revision, amendment, or modification and/or (ii) Enhancements that are generally distributed by Telstra or its licensors to users who are current on maintenance services, in its sole discretion.

"Software" means proprietary software supplied by AirWatch (Australia) Pty Ltd ACN 151 471 788 in machine-readable, object code form only and includes T-MDM, Secure Content Locker and any software related to T-MDM, including (i) the Embedded Software, if any, (ii) any Updates made available to you pursuant to any maintenance services purchased by you, and (iii) Enhancements, if any.

"Updates" means error corrections, patches, bug fixes, new releases, new versions, and updates of the Software that are generally made available by Telstra or its licensors, and may contain substantial new features, functions of performance, and/or extensions or improvements of capabilities, provided, however, that to the extent that Telstra or its licensors, for a fee, offers to users generally (including those users who have purchased maintenance services) any new products, such products will not be included in the definition of Updates.

14.76 Subject to applicable laws and regulations in relation to our provision of the Software to you, you acknowledge and agree that the following restrictions exist in relation to your use of the Software:

- (a) you must (and you must ensure your End Users must) use industry-standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care you utilise for the protection of your own software and other confidential and proprietary information;
- (b) you must not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any other person (other than End Users) your licence to the Software, the Software itself, any use or application of the Software or any other rights under your agreement with us;
- (c) you must (and you must ensure your End Users must) use the Software solely for your internal use with your ordinary business operations, only in accordance with all applicable laws and regulations, and in a manner consistent with your agreement with us any supplemental limitations specified or referenced in the relevant agreement, if any;
- (d) you must not (and you must ensure your End Users must not) use the Software except as specified or referenced in the Documentation or use the Documentation except for supporting your authorised use of the Software;
- (e) you must (and you must ensure your End Users must) not modify, adapt, translate, duplicate (except as expressly allowed in your agreement with us), disassemble,

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decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or otherwise attempt to discover the underlying source code of the Software, for any purpose (unless enforcement is prohibited by applicable law and then, to only the extent specifically permitted by applicable law, and only upon providing Telstra with reasonable advance written notice and opportunity to respond);

- (f) for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, you must not (and you must ensure your End Users must not) engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any Derivatives based upon the Software, whether for your internal use or for license or for resale;
- (g) you must not (and you must ensure your End Users must not) use the Software, and must ensure that the Software is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage;
- (h) if you use the Software to manage Eligible Devices running on the operating system known as "iOS" from Apple, you must not (and you must ensure your End Users must not) use the Software without first obtaining your own APNs Certificate from Apple; and
- (i) you must not permit any person (including an End User), whether acting directly or on your behalf, to breach or violate any of the restrictions set forth in this section.

14.77 You acknowledge and agree that Telstra's licensor retains all ownership and intellectual property rights to the Software at all times. Title to the Software does not pass to you, the End User, or any third party. Telstra and its licensors disclaim, to the extent permitted by applicable law, its liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Software. Telstra and its licensors will not be required to perform any obligations, nor will Telstra or its licensors incur any liability, except as previously agreed between them in writing.

14.78 You acknowledge and agree that the Software is subject to United States of America export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. You agree to comply with all United States of America domestic and international export and import laws and regulations that apply to the Software and acknowledge that you have the responsibility to obtain any and all necessary licenses to export, re-export, or import the Software. More specifically, you covenant that you will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any the Software, source code, or technology (including products derived from or based on such technology) received from Telstra under your agreement with Telstra, to any other person, entity, or destination prohibited by the laws or regulations

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of the United States of America, without obtaining prior authorisation from the competent government authorities as required by those laws and regulations.

PART B – Terms and conditions for T-MDM services acquired or renewed on or after 19 October 2015

14.79 The Telstra Mobile Device Management ("**T-MDM**") service is a hosted platform that allows you to manage mobile devices running a compatible operating system listed at www.telstra.com/enterprise/classdevices that have an active internet connection (either Wi-Fi or mobile coverage) ("**Compatible Devices**").

14.80 Your nominated representative(s) can access your T-MDM platform on the internet and register your employees and contractors that have a Compatible Device ("**End Users**") so that your company policies, settings and applications are pushed to those Compatible Devices. End Users have to opt-in and setup their Compatible Device(s) by entering a set of credentials provided by you before company settings are pushed.

Eligibility

14.81 To be eligible to take up the T-MDM service, you must have:

- (a) an ABN, ACN or ARBN; and
 - (b) one or more Compatible Devices,
- ("Eligible Customer").

T-MDM platforms

14.82 When you take up a T-MDM service, you can choose between two different T-MDM platforms:

- (a) a shared platform powered by AirWatch ("**T-MDM Shared Platform**"); or
- (b) a dedicated platform powered by Citrix ("**T-MDM Dedicated Platform**").

14.83 The features of the T-MDM Shared Platform and T-MDM Dedicated Platform are set out in the table below.

Feature	Description	T-MDM Shared Platform	T-MDM Dedicated Platform
Minimum number of registered Compatible Devices		1	300 minimum

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Feature	Description	T-MDM Shared Platform	T-MDM Dedicated Platform
Hosting Location		Telstra Cloud, Australia	Amazon Web Services, Australia
Platform Upgrades	How platform upgrades occur	Software upgrades are automatically applied with 5 days' notice	You notify Telstra when upgrades should take place based on your change management window
Mobile Device Management	Protect company information on Compatible Devices by configuring IT policies	Included	Included
Mobile Application Management (MAM)	Create an enterprise application store and manage applications on Compatible Devices	Included	Included
Mobile Content Management (MCM)	Upload and share company documents and collaborate with colleagues	Basic functionality	Included
Mobile Email Management (MEM)	Control which Compatible Devices have email access and encrypt email messages	Included	Included
Unlimited SMS	No charge for sending SMS messages to Compatible Devices registered on a T-MDM platform	Included	Included
Cloud Storage	Storage provided by Telstra to upload company documents	25GB include	Not available
Integration with enterprise resources	Ability to connect with enterprise systems like Active	Included (requires software adapters installed in	Included (requires software adapters installed in

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Feature	Description	T-MDM Shared Platform	T-MDM Dedicated Platform
	Directory, share file, per app VPN, etc.	your premise (installed at an additional cost))	your premise (installed at an additional cost))
Telstra Managed Mobiles Solution Service	Enhanced service management and support throughout Australia for eligible services.	Additional cost	Additional cost

14.84 End Users may be required to install third party software on their Compatible Devices to be able to use the T-MDM platform. The third party software vendors may impose additional terms on the use of that software, and you and your End Users must agree to those terms.

Sign-up process

14.85 To access your T-MDM platform, you will have to complete and sign a 30 day trial online application form with a nominated Telstra mobile account number. We will only provide the login to your nominated representative(s). If we ask you to, you must provide proof that your nominated representative(s) have the authority to remotely manage your End Users’ Compatible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) make to your T-MDM platform or Compatible Devices using your login.

14.86 You are responsible for keeping your information safe by managing your own passwords and personnel who have access to your T-MDM platform. If you issue any password to your T-MDM platform to any third party, you are responsible for managing that process and their access to your T-MDM platform. We recommend you change your passwords for your T-MDM platform:

- (a) with reasonable regularity; and
- (b) when the circumstances require it (for example, where your nominated representative(s) change or when you suspect an unauthorised person has access to any passwords or login credentials).

14.87 To the extent permitted by law, we are not responsible for security or privacy breaches arising from or caused by the mismanagement of your passwords by you, your nominated representative(s) or your End Users. To the extent that you have failed to comply with clause 14.86, we are not responsible for the actions of unauthorised third parties who access your T-MDM platform or any information about you or your End Users using your passwords.

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Using the T-MDM service

- 14.88 The T-MDM service will only work when Compatible Devices are turned on and connected to the internet.
- 14.89 The available features and functions of the T-MDM service vary depending on your Compatible Devices and the T-MDM platform you have chosen. Some of the features and functions of your T-MDM service may include allowing you to:
- (a) monitor Compatible Devices;
 - (b) change settings on Compatible Devices;
 - (c) install software on Compatible Devices; and
 - (d) and send messages to Compatible Devices.

Not all features and functions are compatible with all Compatible Devices. Some features and functions may be enhanced over time.

- 14.90 Before you register a Compatible Device or use your T-MDM service to access or interact with a Compatible Device, you must obtain all necessary consents and make all necessary disclosures to each End User of that Compatible Device to enable you to lawfully use the T-MDM service (for instance, under any applicable privacy or workplace surveillance laws).
- 14.91 You must not, and must ensure that each of your End Users does not, use your T-MDM service to engage in conduct which is unlawful, fraudulent or negligent. You are responsible for the conduct, acts and omissions of:
- (a) your nominated representative(s);
 - (b) each of your End Users; and
- or any other person when they are using your T-MDM service.

Client Access Licence Fees

- 14.92 If a Compatible Device you have registered on your T-MDM platform:
- (a) has a mobile service which is not an Eligible Telstra Mobile Plan (see clause 14.100 for a list of the Eligible Telstra Mobile Plans); or
 - (b) is Wi-Fi only,
- (“**CAL Devices**”) then you must take a Client Access Licence (“**CAL**”) for that Compatible Device and we will charge you a monthly fee for that CAL (“**CAL Fee**”).

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14.93 The amount of your CAL Fee depends on the number of CAL Devices you have registered on your T-MDM platform, and therefore may vary each month depending on the number of CAL Devices you have on your T-MDM platform during that month. We determine the number of CAL Devices you have on your T-MDM platform and calculate your CAL Fee on the 15th day of each calendar month.

14.94 We use the table below to calculate your CAL Fee:

Number CAL Devices	Monthly CAL Fee per CAL Device	
	T-MDM Shared Platform Monthly (GST inc)	T-MDM Dedicated Platform (GST inc)
1-300	\$5.00	NA
301-1000	\$5.00	\$6.00
1001-2000	\$4.50	\$5.50
2001-3000	\$4.00	\$5.00
3001-4000	\$3.50	\$4.50
4001-5000	\$3.00	\$4.00

14.95 If you have chosen the T-MDM Dedicated Platform, you must have, and continue to have, at least 300 Compatible Devices registered on your T-MDM Dedicated Platform. On the 15th day of each calendar month, if you have less than 300 Compatible Devices registered on your T-MDM Dedicated Platform, we may do either or both of the following, in our sole and absolute discretion:

- (a) charge you a CAL Fee for the missing number of Compatible Devices to bring the total number of Compatible Devices registered on your T-MDM platform to 300; and
- (b) terminate your T-MDM service by giving you 30 days’ notice.

14.96 Clause 14.95 does not apply to the Trial Period or the three months following the Trial Period (“**Grace Period**”) during which you can register 300 or more Compatible Devices on your T-MDM Dedicated Platform. Clause 14.95 will apply the day after the Grace Period finishes.

14.97 Your CAL Fee will be charged to your nominated billing account in arrears.

14.98 Your CAL Fee only covers a Compatible Device licence for your T-MDM platform. You must separately pay for any data usage fees and charges associated with your Compatible Devices connecting to the T-MDM platform. For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

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To see these terms –business and government customers [click here](#).

Term and termination

14.99 Your T-MDM service runs on a month to month basis. You can cancel a CAL at any time by de-registering the relevant CAL Device on the T-MDM platform. Note, any CAL Device registered on the T-MDM platform on the 15th day of the month will incur a CAL Fee.

T-MDM Included With Eligible Telstra Mobile Plans

14.100 Access to your T-MDM service is available at no additional cost on a month-to-month basis for any Compatible Device that has a mobile service with any eligible Telstra mobile plan set out in the table below (“**Eligible Telstra Mobile Plans**”).

Eligible Telstra Mobile Plan	T-MDM Shared Platform	T-MDM Dedicated Platform
Telstra Mobile Connect Solution (“ TMCS ”)	Yes	Yes
Telstra Mobile Broadband plans (\$45 and above minimum committed spend level per month)	No	Yes
Enterprise Mobile Broadband plans	No	Yes
Corporate Mobile Plus plans (\$40 and above minimum committed spend level per month)	No	Yes
T-MDM Bolt-On Plan	Yes	Yes

14.101 From time to time, we may add additional mobile plans to the Eligible Telstra Mobile Plans, at our discretion.

14.102 You must pay separately for any data usage fees and charges associated with the use of your T-MDM service and your Eligible Telstra Mobile Plan, as set out in Our Customer Terms. For use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

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14.103 If you cancel your Eligible Telstra Mobile Plan and your Compatible Device is still registered on your T-MDM platform, that Compatible Device will be treated as a CAL Device and applicable CAL Fees will apply.

T-MDM Bolt-on Plan

14.104 If you are an Eligible Customer, for any Compatible Device that has a Telstra Business or Telstra Enterprise and Government post-paid mobile plan that is not an Eligible Telstra Mobile Plan, you can bolt-on access to the T-MDM service for that Compatible Device, in which case that Compatible Device will be treated as having a mobile service with an Eligible Telstra Mobile Plan.

	T-MDM Shared Platform	T-MDM Dedicated Platform
T-MDM Bolt-On Plan	Yes	Yes

14.105 If you choose to add the T-MDM Bolt-on Plan, then we will charge you, in advance, a monthly fee of \$5 (including GST) for each Compatible Device to which you add the T-MDM Bolt-on Plan.

14.106 Your monthly fee only covers access to the T-MDM platform. You must pay separately for any data usage fees and charges associated with the use of T-MDM service and your post-paid mobile plan as set out in Our Customer Terms.

14.107 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

14.108 You can cancel your T-MDM Bolt-on Plan at any time on written notice to us. If you cancel your T-MDM Bolt-on Plan and your Compatible Device is still registered on your T-MDM platform, that Compatible Device will be treated as a CAL Device and applicable CAL Fees will apply. We do not refund the fees for the unused portion of the month.

14.109 If you cancel your T-MDM Bolt-on Plan and also de-register your Compatible Device from the T-MDM platform, you will no longer be charged CAL Fees for that Compatible Device.

Advanced Content Collaboration on the T-MDM Shared Platform

14.110 When you are using the T-MDM Shared Platform, you can purchase additional content collaboration features that allow for mobile device document editing and advance document sharing (“Secure **Content Locker Collaborate**”).

14.111 Secure Content **Locker Collaborate** allows End Users to share company documents with other End Users and edit those documents on their Compatible Devices.

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14.112 When you or any of your End Users use Secure Content Locker Collaborate on a Compatible Device, we give you a Secure Content Locker Collaborate Client Access Licence for that Compatible Device, which allows you and your End Users to use advanced content collaboration features in your T-MDM Shared Platform ("**SCL CAL**"), and we charge you a monthly fee for that SCL CAL ("**SCL CAL Fee**").

14.113 The amount of your SCL CAL Fee depends on the number of your Compatible Devices using Secure Content Locker Collaborate, and therefore may vary each month depending on the number of Compatible Devices using the Secure Content Locker Collaborate. We determine the number of your Compatible Devices using the Secure Content Locker Collaborate and calculate your SCL CAL Fee on the 15th day of each calendar month.

14.114 We use the table below to calculate your SCL CAL Fee:

Number of Compatible Devices using the Secure Content Locker Collaborate	Monthly SCL CAL Fee per Compatible Device using the Secure Content Locker Collaborate (inc. GST)
1-1000	\$5.00
1001-2000	\$4.50
2001-3000	\$4.00
3001-4000	\$3.50
4001-5000	\$3.00

14.115 Your SCL CAL Fee will be charged to your nominated billing account in arrears.

14.116 You must pay separately for any data usage fees and charges associated with your use of the Secure Content Locker Collaborate with your Compatible Devices. For use of your T-MDM Shared Platform and Secure Content Locker Collaborate outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

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14.117 You can cancel your SCL CALs at any time by de-registering your Compatible Devices using the Secure Content Locker Collaborate on your T-MDM platform. Note, any SCL CAL device registered on the T-MDM platform on the 15th day of the month will be charged a SCL CAL Fee.

Cloud Storage with the T-MDM Shared Platform

14.118 With the T-MDM Shared Platform you will receive at no extra charge to you 25GB of cloud storage that can be used to upload company documents and materials that can be shared across all your Compatible Devices.

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14.119 If you require additional cloud storage, you can take up a 12-Month Cloud Storage set out in the table below.

12-Month Cloud Storage	Price per annum, paid in advance (inc. GST)
25GB	\$550.00
50GB	\$1,000.00
100GB	\$1,800
500GB	\$8,000
1TB	\$13,000

14.120 Automatic renewal

(a) At the end of the relevant 12-month period for your 12-Month Cloud Storage, your 12-Month Cloud Storage will be automatically renewed and you will be charged for another 12 months in advance. We will provide you with reasonable advance notice that your 12-Month Cloud Storage is about to be renewed. If you do not want to renew your 12-Month Cloud Storage, you can notify us at any time before the end of the then-current 12-month period, in which case your 12-Month Cloud Storage will expire at the end of the then-current 12-month period.

(b) After your 12-Month Cloud Storage has renewed, you can terminate your 12-Month Cloud Storage at any time by written notice to us, in which case we will reimburse you an amount calculated as follows:

$$[(A \times B) / 12] - C$$

where:

A is the number of months remaining in the then-current 12-month period as at the date of termination;

B is the annual fees that you have paid in advance for the relevant 12-Month Cloud Storage; and

C is an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the 12-Month Cloud Storage to you and that cannot be reasonably avoided by us as a result of the termination.

(c) If we fail to provide you with reasonable advance notice that your 12-Month Cloud Storage is about to renew, you may terminate your 12-Month Cloud Storage at any time after your 12-Month Cloud Storage has renewed by written notice to us, in which case we will reimburse you an amount calculated as follows:

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$$[(A \times B) / 12]$$

where:

A is the number of months remaining in the then-current 12-month period as at the date of termination; and

B is the annual fees that you have paid in advance for the relevant 12-Month Cloud Storage.

- (d) If your 12-Month Cloud Storage is not renewed or is otherwise cancelled, all documents and content in your cloud storage will be deleted. It is your responsibility to make copies of any documents and content in your 12-Month Cloud Storage before we delete such documents and content.

14.121 No refund

Subject to clause 14.120 above, if you cancel your 12-Month Cloud Storage for any reason other than our breach before the end of the relevant 12-month period for your 12-Month Cloud Storage, we will not refund you the fees you paid for your 12-Month Cloud Storage.

Professional Software Installation with T-MDM Shared Platform

14.122 The Secure Email Gateway and Mobile Access Gateway features are available to existing and new T-MDM customers. Each feature requires software to be installed at your premises and on your computer hardware, for example your computer server.

14.123 If you have chosen the T-MDM Shared Platform, we will offer you a fixed price for installing the relevant software, provided that you supply the installed pre-requisite computer hardware at your own cost. If you advise us that you would like to use the Secure Email Gateway and Mobile Access Gateway features, we will give you the technical pre-requisites and you will need to comply with these technical pre-requisites before the software can be installed.

14.124 If you comply with the technical pre-requisites then we will install the software remotely over the internet on your system.

14.125 The table below sets out the price for the remote installation of software for one server. Multiple installations will incur multiple charges.

Software	Price per installation per server (including GST)
Secure Email Gateway	\$1,200 per installation per server
Mobile Access Gateway	\$1,200 per installation per server

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Onboarding Service for the Shared Platform and Dedicated Platform

14.126 We can assist you to setup and configure the T-MDM platform over a web conference (up to 4 hours). You must participate in this web conference.

14.127 We will perform the following activities during a web conference as part of the Onboarding Service:

- (a) upload a maximum of 10 users (e.g. email addresses, names, credentials);
- (b) assists you to create and upload an Apple Push Notification Service certificate;
- (c) configure system generated messages (e.g. enrolment message, enrolment terms of use, compliance messages);
- (d) configure device agent settings to support GPS;
- (e) enable and configure telecom management features to assist you monitor data usage;
- (f) create settings for Compatible Devices (profiles);
- (g) create applications groups (required and blacklisted apps);
- (h) setup compliance policies for compromise status, applications, roaming and data usage; and
- (i) show you how to enrol a single Compatible Device and check that all the settings are pushed correctly.

14.128 The following activities are not included in the scope for the Onboarding Service:

- (a) troubleshooting device settings or applications;
- (b) installation of software (e.g. Secure Email Gateway and Mobile Access Gateway);
- (c) integration with your IT systems (e.g. SharePoint, Certificate Services);
- (d) the ongoing management of your users, devices and settings;
- (e) enrolment of devices (Telstra will enrol a single device to check that settings are pushed correctly); and

14.129 You must complete the following activities before we can provide the Onboarding Service:

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- (a) give us a login to the T-MDM portal so settings can be configured on your behalf; and
- (b) complete and execute a document that defines all the users, settings, policies and applications you want setup. We will supply you with this document and explain the information required from you.

14.130 The table below sets out the price for the Onboarding Service.

Service	Price including GST
Onboarding Service	\$700

Free 30 day trial for the Shared Platform and Dedicated Platform

14.131 When you take up a T-MDM service, you will receive a free 30 day trial. This trial ends 30 days after you receive a welcome email from Telstra with your login ("**Trial Period**"). When you first sign up for your T-MDM service, you must nominate on your application form an existing Telstra mobile account number for billing purposes.

14.132 During your Trial Period:

- (a) you may register on your T-MDM platform a maximum of 25 CAL Devices, without having to pay CAL Fees for CAL Devices. However, if during the Trial Period you register more than 25 CAL Devices in your T-MDM platform, then you must pay the relevant CAL Fees for each CAL Device that you register beyond the 25th Compatible Device;
- (b) if you have chosen the T-MDM Shared Platform, you may also use the Secure Content Locker Collaborate feature without having to pay SCL CAL Fees. However, if you have more than 25 Compatible Devices using Secure Content Locker Collaborate, then you must pay the relevant SCL CAL Fees for each Compatible Device, after the 25th Compatible Device, that is using Secure Content Locker Collaborate;
- (c) you must separately pay for any data usage fees and charges associated with the use of your Compatible Devices.

14.133 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#).

14.134 After the Trial Period expires, starting from the day after the end of the Trial Period:

- (a) you will automatically be moved to a paid T-MDM service;

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- (b) you will be charged the relevant CAL Fee for each CAL Device that you have registered on your T-MDM platform; and
- (c) you will be charged the applicable SCL CAL Fees for each Compatible Device using the Secure Content Locker Collaborate feature.

If the paid T-MDM service to which you are moved in accordance with this clause is a fixed term service, you may terminate your T-MDM service at any time without having to pay the applicable early termination charges (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination.

14.135 If you do not wish to be charged fees after your Trial Period has expired, you must de-register all CAL Devices that you have registered in the T-MDM platform and all Compatible Devices using the Secure Content Locker Collaborate before the expiry of your Trial Period.

Support

14.136 Although you may have a Compatible Device, we may not be able to provide technical support for that Compatible Device unless:

- (a) the device was purchased from Telstra; and
- (b) the operating software of the Compatible Device has not been modified, ("**Supported Devices**").

14.137 Data cards and modems are not Compatible Devices or Supported Devices.

14.138 We will provide you with reasonable email support twenty four hours a day, seven days a week. This 24/7 email support includes the following assistance:

- (a) logging in and T-MDM platform access;
- (b) resolving problems with features and functions of the T-MDM platform not working as designed;
- (c) Supported Device connectivity to your T-MDM platform; and
- (d) escalation of technical faults in relation to your T-MDM platform.

14.139 The following is excluded from this 24/7 email support:

- (a) training or demonstrations;

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- (b) customer purchased equipment configuration;
- (c) third party software configuration or troubleshooting;
- (d) customer or third party settings on the devices that are not working; and
- (e) registering and maintaining your Compatible Devices on your T-MDM platform.

14.140 If you use a Supported Device overseas then we may only be able to provide limited support to you.

14.141 To request technical support for a Supported Device, you must contact the Telstra helpdesk at 1800 010 253 (for high severity events) or send your support query by email to tmdm@team.telstra.com. Depending on the nature of the problem, we may require you to perform troubleshooting activities.

Additional obligations and acknowledgements

14.142 Subject to any non-excludable rights under consumer protection laws and the Australian Consumer Law provisions in the General Terms of Our Customer Terms in relation to our provision of the T-MDM service, while we will use reasonable care and skill in providing T-MDM:

- (a) you must test any settings or software before they are sent to your End Users' Compatible Devices over the T-MDM service;
- (b) we do not warrant that the T-MDM service will meet all of your or your End Users' requirements or expectations;
- (c) we do not warrant or represent that the T-MDM platform is free from errors or omissions, programming bugs or viruses or secure; and
- (d) the availability of the T-MDM platform may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM platform will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM platform or server that makes it available are free of viruses.

14.143 You may have non-excludable rights under consumer protection laws in relation to the T-MDM service. If there is an issue or defect with your T-MDM service, we will fix the issue or defect, replace the relevant part of the service, or resupply the service (as applicable). Subject to the preceding sentence, any non-excludable rights and the Australian Consumer Law provisions in the General Terms of Our Customer Terms :

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- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your End Users or a third party in connection with the provision of the T-MDM service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;
 - (iii) loss or damage that was caused by your breach of contract or your negligence; and
 - (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
- (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
- (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM platform.

14.144 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the T-MDM service.

14.145 [not used].

14.146 You agree that we may provide your contact details and all other necessary information to AirWatch (Australia) Pty Ltd or Citrix Systems Asia Pacific Pty Ltd for the purposes of arranging installation of your software and associated services.

T-MDM Shared Platform End User Licence Agreement (AirWatch)

14.147 Your and your End Users' use of the T-MDM Shared Platform is also subject to the following provisions set out in clauses 14.148 to 14.151 below ("**End User Licence Agreement**").

14.148 The following definitions apply to the End User Licence Agreement:

"**Derivatives**" mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent or trade secret; and (iv) results of any research, tests or analysis of a party's confidential information, or intellectual or proprietary property.

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"Documentation" means only those written user guides, specifications, and manuals supplied or made available to you by Telstra or its licensors, that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by Telstra or its licensors from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications.

"Embedded Software" means any software provided as an included part of the Software that is owned by one or more third parties and licensed to Telstra or its licensors.

"Enhancements" means (i) any revision, amendment, or modification to the Software requested by User for which User may or may not pay an agreed-upon fee to develop and provide such revision, amendment, or modification and/or (ii) Enhancements that are generally distributed by Telstra or its licensors to users who are current on maintenance services, in its sole discretion.

"Software" means proprietary software supplied by AirWatch (Australia) Pty Ltd ACN 151 471 788 in machine-readable, object code form only and includes T-MDM, Secure Content Locker and any software related to T-MDM, including (i) the Embedded Software, if any, (ii) any Updates made available to you pursuant to any maintenance services purchased by you, and (iii) Enhancements, if any.

"Updates" means error corrections, patches, bug fixes, new releases, new versions, and updates of the Software that are generally made available by Telstra or its licensors, and may contain substantial new features, functions of performance, and/or extensions or improvements of capabilities, provided, however, that to the extent that Telstra or its licensors, for a fee, offers to users generally (including those users who have purchased maintenance services) any new products, such products will not be included in the definition of Updates.

14.149 Subject to applicable laws and regulations in relation to our provision of the Software to you, you acknowledge and agree that the following restrictions exist in relation to your use of the Software:

- (a) you must (and you must ensure your End Users must) use industry-standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care you utilise for the protection of your own software and other confidential and proprietary information;
- (b) you must not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any other person (other than End Users) your licence to the Software, the Software itself, any use or application of the Software or any other rights under your agreement with us;

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- (c) you must (and you must ensure your End Users must) use the Software solely for your internal use with your ordinary business operations, only in accordance with all applicable laws and regulations, and in a manner consistent with your agreement with us any supplemental limitations specified or referenced in the relevant agreement, if any;
- (d) you must not (and you must ensure your End Users must not) use the Software except as specified or referenced in the Documentation or use the Documentation except for supporting your authorised use of the Software;
- (e) you must (and you must ensure your End Users must) not modify, adapt, translate, duplicate (except as expressly allowed in your agreement with us), disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or otherwise attempt to discover the underlying source code of the Software, for any purpose (unless enforcement is prohibited by applicable law and then, to only the extent specifically permitted by applicable law, and only upon providing Telstra with reasonable advance written notice and opportunity to respond);
- (f) for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, you must not (and you must ensure your End Users must not) engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any Derivatives based upon the Software, whether for your internal use or for license or for resale;
- (g) you must not (and you must ensure your End Users must not) use the Software, and must ensure that the Software is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage;
- (h) if you use the Software to manage Compatible Devices running on the operating system known as "iOS" from Apple, you must not (and you must ensure your End Users must not) use the Software without first obtaining your own APNs Certificate from Apple; and
- (i) you must not permit any person (including an End User), whether acting directly or on your behalf, to breach or violate any of the restrictions set forth in this section.

14.150 You acknowledge and agree that Telstra's licensor retains all ownership and intellectual property rights to the Software at all times. Title to the Software does not pass to you, the End User, or any third party. Telstra and its licensors disclaim, to the extent permitted by applicable law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, its liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Software, except to the extent caused by our (or our subcontractors') negligence or breach of contract. Telstra and its

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licensors will not be required to perform any obligations, nor will Telstra or its licensors incur any liability, except as agreed between them in writing.

14.151 You acknowledge and agree that the Software is subject to United States of America export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. You agree to comply with all United States of America domestic and international export and import laws and regulations that apply to the Software and acknowledge that you have the responsibility to obtain any and all necessary licenses to export, re-export, or import the Software. More specifically, you covenant that you will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any the Software, source code, or technology (including products derived from or based on such technology) received from Telstra under your agreement with Telstra, to any other person, entity, or destination prohibited by the laws or regulations of the United States of America, without obtaining prior authorisation from the competent government authorities as required by those laws and regulations.

14.152 T-MDM Dedicated Platform – Supplier End User Terms (Citrix) In this Supplier End User Terms section:

- (a) “you” or “your” means the customer;
- (b) “we”, “us” or “our” means Telstra; and
- (c) T-MDM service means the XenMobile Service.

14.153 You:

- (a) must not resell or resupply the T-MDM service without our prior written consent;
- (b) must use the T-MDM service in accordance with applicable laws;
- (c) must provide us (and our subcontractors) with all information we request in connection with the T-MDM service, including but not limited to:
 - (i) the address of your registered office and other office locations;
 - (ii) the locations from which you will use the T-MDM service; and
 - (iii) the locations at which you will install software we provide to you as part of the T-MDM service;
- (d) must not change the location, or install at another location, software we provide to you as part of the T-MDM service unless we agree otherwise with you;
- (e) must comply with our reasonable directions in relation to your use of the T-MDM service;

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- (f) must comply with all our directions in relation to your use of software we provide you with as part of the T-MDM service;
- (g) agree that we may suspend our supply of the T-MDM service where that supply is, or is likely to be, contrary to law (including any export control laws);
- (h) except where permitted by law, must not modify or reverse engineer the object code of the any software we provide you as part of the T-MDM service without our prior written consent;
- (i) must not use the T-MDM service in a way that interferes (or threatens to interfere) with the efficiency and security of the T-MDM service or another person's services;
- (j) must not use the T-MDM service to distribute any form of malicious, destructive or harmful code (including without limitation Trojan horses and worms) or any instructions activating such code;
- (k) must not use the T-MDM service to menace, harass or stalk any person whether intentionally or unintentionally;
- (l) must not use the T-MDM service to distribute material that is defamatory, obscene or could cause offence or harm; and
- (m) must not use the T-MDM service in a manner that infringes any other person's intellectual property rights, confidential information or other rights.

14.154 You agree that you must ensure that your End Users comply with the terms of paragraphs 14.153(a) to (m) above. We may suspend or cancel the T-MDM service if you do not comply with, or we believe on reasonable grounds that you do not comply with, the terms of paragraphs 14.153(a) to (m) above.

14.155 You agree that personal information will be collected by us as part of our provision of the T-MDM service to you and:

- (a) we may use that personal information for the purpose of delivering the T-MDM service to you;
- (b) we may provide your personal information to our subcontractors in order to deliver the T-MDM service to you and those subcontractors may transfer that personal information to their subcontractors and corporate group members in order to provide the T-MDM service to you;
- (c) we may use that personal information communicate with you or ask our subcontractor to communicate with you in relation to the T-MDM service;

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- (d) we, and our subcontractors, may use that personal information to ensure that we, and our subcontractors, comply with applicable laws (including export control laws);
- (e) we, and our subcontractors, may use that personal information for research and analysis aimed at improving our products and services as well as the products and services of our subcontractors, however, we will de-personalise any personal information used and aggregate it for use in this research and analysis; and
- (f) we may transfer that personal information, and that personal information may also be accessed from, outside Australia including to, and from, countries including India, Ireland, Pakistan, the United Kingdom and the United States of America.

15 Bill my Telstra account for Google Play

- 15.1 We may offer eligible customers the ability to pay for digital content purchased through Google Play on your Telstra bill (“**Bill my Telstra account**”).
- 15.2 We will decide whether or not to give you access to Bill my Telstra account. We will tell you if you are not eligible for Bill my Telstra account. If you are not eligible for Bill my Telstra account, you may be able to purchase digital content through Google Play using other payment methods.

Eligibility

- 15.3 You will need an Android device with an active Telstra post-paid or pre-paid SIM in order to be able to purchase digital content through Google Play using Bill my Telstra account.

Payment and spend limits

- 15.4 We apply a default spend limit of \$100 per transaction for the purchase of digital content through Google Play using Bill my Telstra account. Should you wish to purchase digital content through Google Play at an amount greater than \$100 per transaction, you will need to use another payment method.
- 15.5 We also apply a default spend limit of \$100 per month for Telstra post-paid customers and \$500 per month for Telstra pre-paid customers using Bill my Telstra account.
- 15.6 If you’re a Telstra post-paid customer and your total spend on digital content through Google Play exceeds \$100 in any given month, you will need to use another payment method for subsequent purchases in that month. We may, but are not obliged to, agree to increase the monthly default spend limit at your request.
- 15.7 If you’re a Telstra pre-paid customer and your total spend on digital content through Google Play exceeds \$500 in any given month you will need to use another payment method for subsequent purchases that month.

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- 15.8 When you purchase digital content through Google Play, the price of the digital content will be set by either the merchant of record for that digital content in Google Play or the developer of that digital content. We are not responsible for setting the price of any digital content in Google Play.
- 15.9 We will pay the merchant of record on your behalf and charge you the price for the digital content after it has been provided to you. There may be some cases where the charges are debited from your account before the digital content is delivered to your device.
- 15.10 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will take reasonable steps to make Bill my Telstra Account available to you at all times, but we cannot guarantee that we will provide Bill my Telstra account to you in a timely, continuous or fault-free manner.
- 15.11 You must let us know of any errors or disputed charges billed to you using Bill my Telstra account. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any digital content by you, you agree that where we refund the digital content charges to you that you may no longer be able to access that digital content on your Handset.

Digital content

- 15.12 We are not responsible for any digital content bought by you through Google Play using Bill my Telstra account. We do not promise the accuracy, suitability or quality, of such digital content from third party providers.
- 15.13 Your use of any digital content purchased using Bill my Telstra account is covered by any terms imposed and communicated to you by the merchant of record for that application in Google Play or the developer of that application.
- 15.14 We will take reasonable steps to deliver digital content bought by you through Google Play using Bill my Telstra account. However, we cannot promise that we will deliver digital content in a timely, continuous or fault-free manner.

Privacy

- 15.15 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with Bill my Telstra account. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 15.16 When you use Bill my Telstra account, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for Google Play to provide you with digital content purchased through Google Play.

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Complaints and refunds

- 15.17 If you have any complaints about any digital content, or want to apply for a refund, you must contact the merchant of record for that application in Google Play or the developer of that application. This is in addition to any rights you may have against us under any applicable law. Google Play's refund policy can be found at <https://support.google.com/googleplay/>.
- 15.18 You can contact us if you have any complaints or enquiries about the charges for any digital content purchased by you using Bill my Telstra Account.
- 15.19 Any refunds of amounts paid by you to purchase digital content using Bill my Telstra account must be agreed between us and the merchant of record for that digital content in Google Play. Where we refund the purchase price of the digital content to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner.

General

- 15.20 You acknowledge and agree that we may cease to provide Bill my Telstra account if our agreements with Google Ireland Limited or with any merchant of record for Google Play end. We will try to provide you as much notice as possible before we cease providing Bill my Telstra account but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.
- 15.21 You must use your device, our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms –business and government customers [click here](#)). We will tell you before this happens.

16 Smart Controls

- 16.1 Smart Controls allows customers to place mobile internet browsing and voice call, SMS and MMS restrictions on Telstra mobile services on their account, or on other Telstra mobile services that are not on their account where the end user has consented to such restrictions being imposed. For mobile voice call, SMS and MMS restrictions terms – see Part F **Managing Calls of the Telstra Mobiles** section [click here](#).
- 16.2 Terms for mobile internet browsing restrictions are contained in this Part G.

Eligibility

- 16.3 If you have a 13 digit account number, and have registered for My Account, you are eligible to purchase Smart Controls for:

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- (a) any mobile service on your account; and
- (b) any mobile service that is not on your account with the consent of the user of that mobile service.

16.4 In order to obtain the user's consent in respect of a mobile service that is not on your account, we will send an SMS or an email (where the device is not capable of receiving SMS and you have provided your email address) to the user of that device. The user must accept the request by reply SMS or via the authentication link provided in our email, and the device must be accessing the email and the link via the Telstra Mobile Network, in order for the user's consent to be accepted.

Cancellation

16.5 You can cancel Smart Controls for any of your mobile services, at any time. Charges for that month will be pro-rated.

16.6 The user of a mobile service that is not on your account may withdraw their consent for Smart Controls at any time in which case we will cancel Smart Controls for that mobile service. We will notify you by SMS if this occurs. Charges for that service for that month will be pro-rated.

Setting up Smart Controls restrictions

16.7 You can via My Account:

- (a) purchase and apply Smart Controls for Telstra mobile services on your account; and
- (b) request consent to purchase and apply Smart Controls to Telstra mobile services which are not on your account.

16.8 Once Smart Controls has been purchased, when the mobile service is accessing the mobile internet via the Telstra Mobile Network you can choose to restrict mobile internet access:

- (a) to specific URL/IP addresses;
- (b) to all internet sites except for those URL/IP addresses you nominate as suitable;
- (c) to recommended preset internet content categories; and
- (d) at nominated times and on certain days of the week.

16.9 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, while we take care in filtering content based on any preset internet content categories, we cannot guarantee that if you select any such categories, that any or all of the content will be filtered accurately or in accordance with those categories.

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- 16.10 Mobile internet browsing restrictions are limited to mobile internet access via the Telstra Mobile Network. Mobile internet restrictions will not work when the mobile service is using a Wi-Fi connection.
- 16.11 We do not guarantee that usage through applications on the device which provide voice call services over mobile data, or access to mobile internet, can be restricted.
- 16.12 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee that mobile internet browsing restrictions will work if the mobile service is used overseas.
- 16.13 Mobile internet browsing restrictions will not work on Blackberry devices.

Privacy

- 16.14 By subscribing to Smart Controls you consent to us sending Universal Resource Locators (URLs) that you access, or that a user of a mobile service that you have purchased Smart Controls for accesses, to a third party who may be located overseas for the purposes of categorisation. We will remove your IP address and any personal information from such URLs first. If the URL contains your name, this may be sent to a third party (for example, www.johnsmith.com or www.facebook.com/johnsmith).
- 16.15 Our Privacy Statement sets out how we may collect, use and disclose your personal information. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

Reports

- 16.16 You can view recent activity which shows:
- (a) attempts made by that mobile service to access mobile internet sites which are blocked; and
 - (b) all mobile internet sites which are not blocked and have been accessed.
- 16.17 You can choose to receive recent activity reports each day via email or SMS. We will not charge you an additional fee to send these reports.

17 The Fleet Complete GPS Tracking Solution

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. If you use AT6 Asset Tracker, Go7 Plug and Play, Go7 Ruggedised Device or Go7 with Fixed Install Kit, the services and related products you acquire in connection with the Fleet Complete GPS Tracking Solution will no longer work from this date and will require a 4G compatible replacement. For further information please visit: tel.st/3g

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17.1 The Fleet Complete GPS Tracking Solution (“**Fleet Complete Solution**”) uses the Telstra Mobile Network to provide near real time vehicle location and asset tracking, driver performance monitoring and reporting. There is also an option to use the Iridium satellite network when the vehicle or asset is outside of Telstra Mobile Network coverage areas (for Go9 4G devices only). The functionality available to you via a Fleet Complete Solution depends on the accessories and services selected by you (as described in section 33.2). The Fleet Complete Solution was formerly known as the Securatrak GPS Tracking Solution.

Required Hardware and Software

17.2 To use the Fleet Complete Solution, you will need:

- (a) an eligible Fleet Complete hardware device; and
- (b) a compatible eligible Fleet Complete application software licence for each device (**Fleet Complete Software Licence**).

17.3 The currently available eligible devices and compatible software include:

Fleet Complete Hardware device	Compatible Fleet Complete application software licence
GO9 4G Plug and Play Device GO9 4G Ruggedised	<ul style="list-style-type: none"> • MyGeoTab Base Plan 21; • MyGeoTab Business Plan 21; or • MyGeoTab Fleet Plan 21 <p>(Note These plans are not compatible with the FC Web Platform (formerly known as Fleet Complete Platform).</p>
AT1 4G Light Asset Tracker	FC Web or FC Hub Asset Tracker Software for AT1
AT5 Satellite Asset Tracker	AT5 Satellite Asset Tracker - Satellite Asset Tracker Software - Standard or Extra
AT6 4G Heavy Asset Tracker	FC Web or FC Hub Asset Tracker Software for AT6/AT7
AT7 4G Heavy Asset Tracker	FC Web or FC Hub Asset Tracker Software for AT6/AT7
FT1 4G Plug & Play	<ul style="list-style-type: none"> • FC Web Platform; or • FC Web Basic

Previously available and still supported devices and compatible software include:

Fleet Complete Hardware device	Compatible Fleet Complete application software licence

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MGS800 4G	<ul style="list-style-type: none"> • FC Web Platform; or • FC Web Basic
3G Go7 Plug & Play, Go7 Rugged, Go7 Fixed Install (Until 30/06/2024 due to 3G network closure)	<ul style="list-style-type: none"> • MyGeotab Base Plan, MyGeotab Business Plan, MyGeotab Fleet Plan • MyGeotab Base Plan 21, MyGeotab Business Plan 21, MyGeotab Fleet Plan 21

17.4 You may, at your option, take up the hardware accessory options and services, set out in the table in section 33.5 (“**Fleet Complete Hardware, Accessories and Services**”).

17.5 You may also take up a satellite communications unit to access the Iridium satellite network when your vehicle or asset is not within Telstra Mobile Network coverage areas (“**Satellite Unit**”) for an additional charge.

17.6 Fleet Complete Hardware, Accessories and Services include the following:

Fleet Complete Hardware Devices, Accessories, and Services	Description
GO9 4G Device - Plug and Play Device GO9 4G Device - Ruggedised	<p>A GPS tracking device that (available on the 4G network) that can report on and monitor fleet and asset performance, including location, harsh braking, acceleration and impact events, for use on FC Web.</p> <p>The Plug & Play version usually does not require professional installation.</p> <p>The Ruggedised version is for use in harsher conditions, being more water and shock resistant, and professional installation is highly recommended. IP68 and IP69K rated: Impact, water and humidity resistant housing</p>
FT1 4G Plug & Play Device	A tracking device that (available on the 4G network) can report on and monitor fleet and asset performance, including location, harsh braking, acceleration and impact events
AT1 4G Light Asset Tracker	An asset tracker solution that provides location information at pre-programmable timed intervals, using the Telstra 4G network
AT5 Asset Tracker	An asset tracker solution that provides location information at pre-programmable timed intervals, using satellite technology
AT7 and AT7 Mini 4G Heavy Asset Tracker	An asset tracker solution that provides location information at pre-programmable timed intervals, using 4G technology Fleet Complete Hardware Accessories
Satellite Unit (with Harness)	Maintain visibility and communication with drivers and vehicles even when they’re out of Telstra mobile network coverage areas. Note that this product is only compatible with the Go9 4G device
IOX Harness	Add additional features, functionality and third party devices, giving them flexibility to expand their solution as required.

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FC Dash Duress with Harness	Dash mounted duress button which can be activated by your workers in case of an emergency. Comes with IOX Harness.
Remote Duress Pendant with Harness	Portable duress button for worker safety even when they're outside of the vehicle.
Driver ID Receiver	In-vehicle driver ID receiver for individual driver performance and safety monitoring.
Driver ID Fob	Individual driver identifier for performance and safety monitoring.
IOX Buzzer	
Satellite Connection Fee	Once off fee for the connection of the AT5 Satellite Asset Tracker or Satellite Unit.
GO9 Harness Kit (T-piece)	A harness used for the installation of the GO9 device through a vehicle's OBDII port allowing the device to read the vehicles OBD data and get the most information out of vehicle. This is the preferred harness for installation. Formerly titled T-piece Harness
FT1 Harness Kit (Standard)	A harness used for the installation of the FT1 device through a vehicle's OBDII port allowing the device to read the vehicles OBD data and get the most information out of vehicle. This is the preferred harness for installation.
FT1 Harness Kit (2 wire)	A harness used for the installation of the FT1 device in vehicles that do not have an OBDII port and therefore need to be hardwired into the vehicle. This harness does not provide any OBD Data such as engine diagnostics.
GO9 Harness Kit (3-wire Install)	Harness for the GO9 4G Device, used when vehicle does not have, or cannot use, the OBDII port. This harness does not provide any OBD Data such as engine diagnostics. Formerly titled Harness for 3-wire Installs
Standard Installation	Initial Installation of a Go9 or FT1 device with harness, up to 1 IOX add-on (i.e NFC card reader) within the 40km metro
Intermediate installation	Initial installation of a Go9 or FT1 device with harness, up to 2 IOX add-on (i.e NFC card reader + seat belt/handbrake) within the 40km metro
Complex Installation	Initial installation of a Go9 or FT1 device with Harness, and Iridium satellite, OR device with Harness, up to 3 IOX add-ons within the 40km metro
Standard Install and Deinstall	Removal of existing service/equipment and Standard Installation of hardware on a new or same vehicle (eg 3G to 4G migration, or relocation to new vehicle) within the 40km metro
Installation Metro Half Day (4 hours)	Half day of installation effort, including travel time for multiple equipment installations
Standard Removal	Within 40km of CBD, removal of a device and or any additional hardware devices from the vehicle.
3G Migration refit	Remove 3G device equipment and install 4G device into the same vehicle
60min Install/Travel Increment	Installation of Fleet Complete devices or travel time for installation. Can be applied multiple times per device, charged in 60 minute increments. This product is an optional addition to other types of installation charges if additional travel or installation time is required
Software Installation or Training	Full day of face-to-face device installation or training of Fleet Complete products (8 hours). Travel costs may be additional
Fleet Complete Software	Description

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FC Web Platform (Formerly known as Fleet Complete Platform)	A web-based fleet management platform that helps you to measure and monitor the performance and activities of your vehicles, assets and mobile workers in the field. Not compatible with MyGeoTab Application software.
FC Web Basic	A web-based fleet management platform based on and compatible with FC Web Platform. The Basic version provides you with simple location, speed, idle, GPS derived odometer and direction of travel that doesn't support Engine Control Module information. Not compatible with MyGeoTab Application software.
Task Tracker Application	A mobile workforce tracking and dispatching solution, where dispatchers can send activities to mobile workers based on their geographical position and workload.
FC Web Light Asset Tracker Software for AT1	FC Web Platform and FC Web Basic compatible software specifically to enable the AT1 4G Light Asset Tracker
AT5 Satellite Asset Tracker - Satellite Asset Tracker Software - Standard or Extra	The compatible software for the AT5 Asset Tracker. The Standard version provides customers with up to 2 polls per day per device. Satellite Asset Tracker Software – Extra is the compatible software for the AT5 Asset Tracker which provides customers with up to 4 polls per day per device.
FC Web Asset Tracker Software for AT6	FC Web Platform and FC Web Basic compatible software specifically to enable the AT6 4G Heavy Asset Tracker
MyGeoTab Application Software – Base Plan (aka MyGeoTab Base Plan 21)	A basic level of access to Fleet Tracking software that will provide a basic level of tracking and reporting with no access to IOX Connectivity, OBD information, engine information or accelerometer information. Not compatible with FC Web Platform.
MyGeoTab Application Software – Business Plan (aka MyGeoTab Business Plan 21)	The Business plan is the core Fleet Tracking Software plan that incorporates all standard functionality including OBD information, engine information and accelerometer information. Not compatible with FC Web Platform.
MyGeoTab Application Software – Fleet Plan (aka MyGeoTab Fleet Plan 21)	The Fleet plan has all the features and functionality of the Business plan but also includes premium services such as active tracking and software integration with listed additional hardware. Not compatible with FC Web Platform.
Fleet Complete E-Logbook-FBT (formerly known as Soteria Mobile Application FBT)	A simple and convenient way to automate your time-consuming vehicle logbook and calculate your maximum FBT return.

Previously available and still supported Fleet Complete Hardware, Accessories and Services include:

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Fleet Complete Hardware Devices, Accessories, and Services	Description
AT6 Heavy Asset Tracker	An asset tracker solution that provides location information at pre-programmable timed intervals, using 4G technology Fleet Complete Hardware Accessories
Harness Heavy Vehicle 6 Pin	Accessory for heavy vehicles that need a harness for the installation of the Go9 4G device.
Harness Heavy Vehicle 9 Pin	Accessory for heavy vehicles that need a harness for the installation of the Go9 4G device.
AT6 Tamper Kit	Tamper kit
MyGeoTab Application Software – Base Plan, Business Plan and Fleet Plan	These products have now been replaced with the cheaper, MyGeoTab Application Software – Base Plan 21, Business Plan 21 and Fleet Plan 21
IOX Add-On Go7 for CAN Integrations	CANBUS integration add-on
MyGeotab and FCWeb BYOD plans	BYO options previously incorporated a 12 month contract but has been replaced with the same month on month plans as a standard activation

17.7 You must use your Fleet Complete Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

Eligibility

17.8 To be eligible for a Fleet Complete Solution you must have an ABN, ACN or ARBN.

Software Licence Terms

17.9 Where you purchase any Fleet Complete Software License from us, we will grant you a non-exclusive and non-transferable licence to use the Fleet Complete Software (and any associated documentation) as part of the Fleet Complete Solution solely for your own internal business purposes and as set out in the Fleet Complete End User Agreement (Fleet Complete EUA) contained in the following website link- <https://www.fleetcomplete.com.au/legal/fc-end-user-license-agreement/>. You acknowledge that your purchase of the Fleet Complete Software Licence is conditional upon you agreeing to the terms of the Fleet Complete EUA.

17.10 You understand that you must not:

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- (a) copy, reproduce or modify the Fleet Complete Software (or any associated documentation) or create any derivative work from Fleet Complete Software;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Fleet Complete Software (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Fleet Complete Software or otherwise attempt to gain access to the source code of the Fleet Complete Software;
- (d) use the Fleet Complete Software for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Fleet Complete Software in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by Fleet Complete to a third party (including any documentation provided to you in connection with the Fleet Complete Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Fleet Complete Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in paragraphs 17.10(a) to 17.10(f) above.

17.11 You understand that you have no rights or interests in the Fleet Complete Software other than those expressly granted in this section.

Data Plans

17.12 Your Fleet Complete Software licence also includes a mobile data plan.

17.13 You must not extract the SIM from the Fleet Complete Hardware device, which may only be used in the particular Fleet Complete Hardware device and in accordance with these terms.

Contract term

17.14 You can purchase the Fleet Complete Solutions on either:

- (a) an upfront option, where you will need to:
 - (i) enter into a month-by-month contract for the Fleet Complete Software licence(s); and

Part G – Data Services

- (ii) make an upfront payment for Fleet Complete Hardware, Accessories and Services and other costs;

(“Upfront Option”), or

- (b) a repayment option, where you will need to:
 - (i) enter into a month-by-month contract for the Fleet Complete Software Licence(s); and
 - (ii) enter into a 36-month contract for the repayment of Fleet Complete Hardware, Accessories or Services and other costs paid in monthly instalment;

(“Repayment Option”); or

- (c) A bundled hardware and software option, where you will need to enter into a 36-month contract for the:
 - (i) FC Web Platform Licence(s) (note that the FC Web Platform is not compatible with the MyGeoTab Base, MyGeoTab Business or MyGeoTab Fleet 21 Plans) ; and
 - (ii) for the repayment of Fleet Complete Hardware and standard installation services,
 - (iii) enter into a 48-month contract for the repayment of Fleet Complete 3G Migration Hardware offer paid in monthly instalments;

paid in monthly instalment

(“Bundled Option”); or

- (d) A bring your own device option, where you will need to enter into a 12-month contract for the FC Web Platform, MyGeoTab Base 21 or Business 21 Plans, paid in monthly instalments, and you, the licensee, uses your own, previously purchased eligible Fleet Complete device. The only devices eligible for this option are the Go6, Go7, Go9, FT1 or MGS800,

(“Bring Your Own Device (BYOD) Option”); or

- (e) A 12-month contract for the Task Tracker software paid in monthly instalments. The Task Tracker software requires installed and operational MGS800 or FT1 and FC Web Platform (not available to new customers) and ;

(“Task Tracker”).

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- 17.15 If we offer you a Repayment Option or a Bundled Option, property in and title to any Fleet Complete Hardware devices (and accessories, if applicable) under the Repayment Option or a Bundled Option passes from us to you on delivery of the Fleet Complete Hardware to you.
- 17.16 If you fail to pay the monthly instalments, we may suspend or cancel your Fleet Complete Solution in accordance with the General Terms of Our Customer Terms.

Cancelling, Changing or Terminating the Fleet Complete Solutions

- 17.17 You can cancel or change your Fleet Complete Solution, including individual components of your solution (Services, Software Licences or Data Plan), at any time by telling us in writing at least 30 days beforehand. Changing your Fleet Complete Solution may require new Hardware, Services and/or Professional Services. ETCs may apply.
- 17.18 .
- 17.19 We may cancel your Fleet Complete Software licence immediately if you become insolvent or you fail to maintain your Fleet Complete Hardware devices repayments. ETCs may apply.
- 17.20 We may cancel your Fleet Complete Software licence if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). ETCs may apply.
- 17.21 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers’ enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.

Early Termination Charges

- 17.22 Where you acquire the Fleet Complete Solution on a Repayment Option or a Bundled Option or as part of the 3G Migration Offer and this contract is cancelled or terminated before expiry of the 36 month or 48 months contract term (as applicable) for any reason other than Telstra’s breach, Telstra may charge you a Hardware ETC calculated as follows:

Hardware ETC payable =
$$\frac{\text{ETC Base} \times \text{number of months remaining in your contract term}}{36 \text{ or } 48}$$

Note: ETC Base is the minimum cost for the Fleet Complete Hardware on a Repayment Option, or Bundled Option or 3G Migration Offer (as set out in the price list contained in the application form)

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For software:

- 17.23 If you are on a BYO plan, we may charge you ETC if your contract is cancelled or terminated (other than for our material breach) before the end of the minimum term. The ETC is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to the fees and charges payable for the remaining months in your minimum term plus any setup fees (if there are any setup fees which you have not already paid).
- 17.24 You agree that all applicable Hardware ETCs and Software ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Additional terms

Helpdesk

- 17.25 You can contact us by telephone for support or with questions on your Fleet Complete Solution.
- 17.26 If we cannot resolve the queries you raised under clause 33.23 above, we will refer your queries to Fleet Complete support.
- 17.27 Fleet Complete will also operate a helpdesk that you may contact by email (telstra@Fleet Complete.com.au) or telephone (1300 853 852) for support in relation to your use of the Fleet Complete Solution. The Fleet Complete Helpdesk will operate 8.30 am to 7 pm AEST Monday to Friday.

Installation

- 17.28 You must properly install and configure the hardware or engage Fleet Complete (or any other certified auto-electrician who holds all requisite qualifications in Australia) to install and configure the hardware where required. We are in no way responsible for the installation or configuration of the hardware. The cost of installation is not included in the hardware price for this option, unless otherwise stated. Fleet Complete or your chosen third party will bill you separately.
- 17.29 If you take up the 3G Migration offer, you will be provided 90 days from the date your order is provisioned to install the new 4G hardware before your 3G hardware is deactivated. If the new 4G hardware is not installed after 90 days, a monthly charge of \$18.00 (ex GST) per device will be applied until the 4G device is installed and connected. The fee will reflect the cost of having an additional active service.
- 17.30 In order to obtain the benefit of the voluntary warranty in clause 33.41, where professional installation is required, your relevant device or unit must be installed by Fleet Complete or a person recommended by Fleet Complete or any other certified auto-electrician who holds all requisite qualifications in Australia. Also, you must make the

Part G – Data Services

Fleet Complete Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

17.31 We are not responsible for the installation or configuration of Fleet Complete Hardware, by Fleet Complete or any third party, or are otherwise liable for any acts or omissions (including negligence) of the installer.

17.32 Standard, Intermediate and Complex installations include all suburbs within 40km of a Metropolitan area. For installations outside of the 40km radius, a travel cost will be added and agreed upon in the application form.

Username and password

17.33 You will be provided with a unique username and password for the Fleet Complete Software, which are required for your use of the Fleet Complete Solution.

17.34 Your unique username and password will expire upon termination of your Fleet Complete Solution.

17.35 You agree and acknowledge that you are responsible for the security of your unique username and password.

Security of data

17.36 You understand that you are responsible for the security and integrity of the data transmitted between your Fleet Complete Hardware and the Fleet Complete Software.

17.37 You understand that data transmitted over the Telstra Mobile Network or the Iridium satellite network using the Fleet Complete Solution may be intercepted by third parties without our knowledge (or the knowledge of Fleet Complete).

17.38 If you require additional security for your data, please contact your authorised Telstra or Fleet Complete representative.

General

17.39 You must ensure that your employees, agents and officers, must:

- (a) not disclose any usernames and passwords related to your Fleet Complete Solution to an unauthorised third party;
- (b) take all reasonable steps to prevent any unauthorised access to the Fleet Complete Software and Fleet Complete' website; and
- (c) maintain all copyright notices on the Fleet Complete Software licence(s) (and associated documentation) provided to you.

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17.40 You must:

- (a) comply with any terms and conditions on which Fleet Complete provides you with any part of the Fleet Complete Solution;
- (b) comply with the reasonable directions of Fleet Complete from time to time regarding the use of the Fleet Complete Solution; and
- (c) not use any equipment in connection with the Fleet Complete Solution that has not first been approved, in writing, by Fleet Complete.

17.41 You agree to indemnify Fleet Complete for any loss, expense or damage which Fleet Complete may incur and that arises naturally (that is, according to the usual course of things) as a result of any breach of your obligations in clause 28.11, expense or damage except to the extent the breach is caused or contributed to by Fleet Complete.

17.42 You understand that:

- (a) if you download or access any data, information, files or other materials from Fleet Complete's website you do so at your own risk;
- (b) the functionality of the Fleet Complete Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet and may not be available in all areas or circumstances or at all times;
- (c) successful use of the duress function using the Dash Duress & IOX Harness and Remote Pendant products is subject to Telstra Mobile Network availability (and where applicable, Iridium Satellite availability) and may not be available in all areas or circumstances or at all times;
- (d) duress notifications via the FC Dash Duress with Harness and Remote Pendant products will be sent to you via the Fleet Complete software or via email or SMS to your nominated contact (where you have set up this feature) and you are responsible for monitoring the Fleet Complete software for alerts and notifications as neither Telstra or Fleet Complete will monitor your use of the Fleet Complete Solution.
- (e) the Fleet Complete Hardware (including the FC Dash Duress with Harness and Remote Pendant products) are not a substitute for the Emergency Services or calling "000" where required;
- (f) the Fleet Complete Software may be subject to outages and may not be available online at all times;

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- (g) we are not providers of the Iridium satellite service and we have no control over its provision or operation;
- (h) Fleet Complete or its licensors own all intellectual property rights in the Fleet Complete Software, Fleet Complete Hardware and any associated documentation; and
- (i) it is your responsibility to ensure that your use of the Fleet Complete Solution complies with any relevant privacy obligations.
- (j) The FC Web Platform is not compatible with the Satellite Unit

Limited Warranty and Liability

- 17.43 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Fleet Complete Software provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Fleet Complete Solution Application Form) for the term of your licence. However, you understand that the Fleet Complete Software may have minor or inherent defects. If there is a defect in your Fleet Complete Software, Fleet Complete will (at no cost to you and in addition to any other rights you have under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Fleet Complete Software.
- 17.44 You agree that from time to time Fleet Complete may update to the Fleet Complete Software.
- 17.45 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 33.42, 33.43 and 33.44:
- (a) we expressly and voluntarily warrant that the Fleet Complete Hardware will be free from Defects for 36 months from the date the Fleet Complete Hardware is installed; and
 - (b) for the purpose of this voluntary warranty, “Defects” means:
 - (i) any material fault, failure, degradation, deficiency or error in the Fleet Complete Hardware; and
 - (ii) any functionality or performance of the Fleet Complete Hardware or not in accordance with the specifications applicable to the Fleet Complete Hardware.
- 17.46 The voluntary warranty in clause 33.41 does not apply if:

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- (a) any person has misused the Fleet Complete Solution or used it in a manner not expressly permitted by any documentation relating to the Fleet Complete Solution; or
- (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Fleet Complete Hardware.

17.47 We do not provide any warranties in respect of Fleet Complete devices or accessories or add-ons (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Fleet Complete devices or accessories or other equipment purchased from them.

17.48 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be excluded. Except as expressly set out in Our Customer Terms and subject to other non-excludable rights under Australian consumer protection laws in relation to our express voluntary warranty and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Fleet Complete Solution; and
- (b) neither we nor Fleet Complete will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Fleet Complete Solution.

17.49 The exclusions and limitations set out in clause 33.44 are subject to any:

- (a) terms, conditions or warranties that are implied by law; or
- (b) rights or remedies provided by law,

that cannot be excluded, limited or modified.

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18 0Withdrawal of Data Packs, Introduction of Extra Data

Background and Application

18.1 From 12 May 2015, we're making changes to how we charge for data when you go over your included Monthly Data Allowance. You'll no longer be able to purchase data packs, except for certain plans, and instead our new Extra Data charging model will apply.

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18.2 Unless we otherwise advise, this clause 18 applies to all old plans set out in this document, with the exceptions noted below.

Data Packs

18.3 On and from 12 May 2015, you'll no longer be able to purchase data packs. Any existing data pack will continue to apply (and count towards your monthly allowance) until you remove it. Once removed, it can't be reapplied.

18.4 This change doesn't apply to:

- (a) Telstra Mobile Broadband Business plans and other Business mobile broadband plans (you'll still be able to buy data packs for these plans until you switch your account to Extra Data); or
- (b) fleet plans like Business Fleet Connect and Business Mobile Advantage (you'll still be able to buy data packs for these plans).

Extra Data

18.5 On and from 12 May 2015, if you take up a Go Business Mobile or Go Business Mobile Broadband Plan, or ask us to switch your account to Extra Data, we'll switch all eligible services in your account to our new Extra Data feature. This will replace the per MB excess usage rate, and any excess usage monthly cap will no longer apply, for those services moving forward.

18.6 With Extra Data, when you go over your plan's Monthly Data Allowance, we'll automatically add data to your Monthly Data Allowance for that month in 1GB blocks at a cost of \$10 per block (**Extra Data**). Extra Data is for use in Australia and expires at the end of that billing month

18.7 For eligible services on your account that support data sharing:

- (a) Extra Data will be shared between those services; and
- (b) when you go over your shared data allowance, we'll add Extra Data blocks one-at-a-time to your shared data allowance.

18.8 Extra Data is not available for fleet plans like Business Fleet Connect and Business Mobile Advantage, and the standard per-MB excess data rate will continue to apply to these plans.

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19 Telstra LANES Emergency & Business Critical Data (BCD) Services

What is the Telstra LANES Emergency and Business Critical Data Service?

19.1 The Telstra LANES Emergency and Business Critical Data Services (**LANES Services**) are mobile broadband data solutions that provides access prioritisation and preferential data treatment on our existing 4G/5G core network (**Public Mobile Network**) for Eligible Customers, as defined in our agreement with you. For the avoidance of doubt, this only includes 4G/5G coverage and does not include 2G, 3G or satellite coverage. The LANES Services are available on a month to month casual basis.

19.2 The LANES Services comprise the following components:

- (a) provision of access prioritisation and preferential data treatment on our Public 4 Mobile Network, as defined in our agreement with you;
- (b) the ability to connect Approved Devices using Telstra LANES to your LANES Service;
- (c) Other Included Services; and
- (d) Service Level Assurances.

19.3 The LANES Service consists of two separate Services depending on the eligibility of a customer. Business Critical Data (BCD) and LANES Emergency Priority (LANES Emergency).

Eligibility

19.4 You are only an Eligible Customer for the Telstra LANES Emergency Service if you are, as determined by us, a Government public safety, emergency or first responder services organisation

19.5 You are only an Eligible Customer for the LANES Service if you are, as determined by us, an Enterprise customer providing essential services including (but not limited to) mining and resources, transport, utilities and banking/financial services.

Approved Devices

19.6 The LANES Services should only be accessed using Approved Devices. Approved Devices are:

- (a) a standard devices, purchased from us and certified for use with the LANES Service (**Standard Devices**); and

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- (b) non-standard devices which we have certified as being able to be used with the LANES Service as below (charges for certification apply, as set out in our agreement with you) (**Non-Standard Device**).

(together “**Approved Devices**”). It is strongly recommended that devices planned to be used with LANES®/BCD have formal LANES®/BCD certification and is required to receive full support from Telstra for any issues experienced. For a current list of approved devices, please email lanesproductsupport@team.telstra.com with a request. Please note that approved Devices are only ‘approved’ when a single Telstra LANES® SIM is enabled/registered on the network. Telstra is unable to provide support for devices using multiple SIMs.

- 19.7 You must use the LANES Services on the “telstra.internet”, “telstra.wap” and “telstra.corp” APNs, unless otherwise provided under our agreement with you. If you have your own custom or private APN, this can be enabled for LANES. APN Configuration Charges may apply for configuring a custom APN for approved devices. LANES preferential data treatment will be impacted if you update the device configuration to use any other APN, other than the one that has been configured on your LANES Services.
- 19.8 You should not use a device that is not an Approved Device, or alter an Approved Device after we have supplied it or certified it (as applicable). If you use any device other than an Approved Device or if you alter an Approved Device (including changing the configuration, operating system or firmware), we provide no guarantee that the device will be compatible with the LANES Service and we are unable to provide support for any such device (**Non-Approved Device**).
- 19.9 We may provide you with general guidelines for Non Approved Devices, however that is still no guarantee that the device will be compatible with the LANES Service.
- 19.10 If you use a Non-Approved Device with the LANES Service and it interferes with the LANES Service in any way, we may immediately disconnect that Non-Approved Device from the LANES Service. We will notify you within a reasonable time if we have disconnected your Non-Approved Device from the LANES Service.

Standard Devices

- 19.11 Standard Devices, as set out in our agreement with you and purchased from us, are certified to operate on our network and for use with the LANES Service. The Standard Devices for use with the LANES Service must have the configuration, operating system and firmware version set out in our agreement with you, or as otherwise notified to you in writing.

Non-Standard Device Certification

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- 19.12 If you wish to use your own device, you can apply to us for the device to be certified for use with the LANES Service. We will charge you a fee for certification of your device with the LANES Service as set out in our agreement with you. However, we do not guarantee that any device will be certified as compatible, and this fee will not be refundable if we do not certify your device as compatible with the LANES Service.
- 19.13 If a device is certified as compatible with the LANES Service, it is certified based on the circumstances, including software on the device when tested and our Public 4G/5G Mobile Network configurations at the time of certification. If any circumstances change which impact the ability of the device to be compatible with the LANES Service, the device will no longer be certified. If you wish to have the device certified again, we will advise you of the fee payable. However, we do not guarantee that any device will be certified as compatible, and this fee will not be refundable if we do not certify your device as compatible with the LANES Service.
- 19.14 We will notify you promptly of our decision whether or not to certify your device.

TELSTRA LANES COMPATIBLE PLANS

Current plans compatible with the LANES Service

- 19.15 A compatible Telstra LANES plan is required for you to use an Approved Device in connection with the LANES Service to access data over the Telstra Mobile Network (Compatible **LANES Data Plans**).
- 19.16 Corporate Mobile Plus Plans (CMP) are the current plans compatible with the LANES Service. The terms for these plans can be found at <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/OCT-CMP-Plans.pdf>.

Plans no longer available for sale with the LANES Service

- 19.17 Previously there were two compatible Data Plans available:
- a) Telstra BCD Data Plans (**BCD Data Plans**); and
 - b) Telstra LANES® Emergency Priority Data Plans (**LANES EmP Plans**);
- depending on the Eligible Customer.
- 19.18 The compatible BCD/LANES EmP Data Plans have a 24 month term, which becomes month to month at the end of that term (**Plan Term**). These plans are no longer available for purchase.

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19.19 The BCD/LANES EmP Data Plans do not include any voice allowance. For example, you can add a BCD Voice Plan to a BCD Service. The charges for the BCD Voice Plan are in addition to the charges for the BCD Data Plan.

19.20 All LANES Services on the same account must be on the same BCD Data Plan.

19.21 BCD/LANES EmP Data Plans and BCD Voice Plans can only be used with a LANES Service and must be on a separate account to any other Mobile Services.

BCD/LANES Data Plans

19.22 Details of the BCD/LANES EmP Data Plans available to you, including charges, are set out in our agreement with you.

BCD Voice Plans

19.23 A Telstra BCD Voice Plan is a voice plan add on to your BCD Data Plan with a monthly allowance to use toward certain calls and messages as set out below (BCD Voice Plan).

19.24 You can connect a BCD Service on a BCD Data Plan to a BCD Voice Plan.

19.25 The charges for the BCD Voice Plan are as set out in our agreement with you.

19.26 BCD Voice Plans include a monthly allowance to use towards the following calls and messages on our Telstra Mobile Network in Australia:

- a) most types of national direct dial voice calls;
- b) calls and SMS to most satellite phones;
- c) standard national SMS and MMS messages sent to mobile numbers on an Australian network within Australia;
- d) MessageBank Standard diversion and retrieval calls in Australia;
- e) voice calls to 1800, 13, 1300, 11xx, 12xx numbers (excluding calls to Sensis® 1234, 12455 and 12456);
- f) video calls in Australia;
- g) diversion of calls to fixed numbers in Australia with an 02, 03, 07 or 08 area code and mobile numbers in Australia commencing with 04xx but excluding diversion to any other number; and
- h) any other call types that we nominate from time to time.

(Eligible Usage).

Part G – Data Services

- 19.27 The included call allowances provided with your BCD Voice Plans cannot be shared.
- 19.28 Any unused call allowances expire at the end of each billing month.
- 19.29 Eligible Usage cannot be used for other call types including information calls, Call Answers, Memo and Phone Page, third party content calls, international calls and messages, international roaming calls and messages, premium SMS and MMS, reverse charges calls, calls to Sensis® 1234, 12455, 12456 and calls to 19xx, calls to Pivotel mobiles and any other calls or messages as determined by us.
- 19.30 Other than the MessageBank® Standard diversion and retrieval calls in Australia included in the Eligible Usage, all other MessageBank® Standard charges continue to apply and are set out in Part F – Managing Calls of the Telstra Mobile section of Our Customer Terms.

International Roaming (IR)

- 19.31 For customers who have signed up for the LANES® services, they will be issued Telstra LANES® SIMs that can roam internationally, but IR is NOT activated. It can be activated upon request via the Telstra LANES service desk. For IR enabled Telstra LANES® SIMs, customers will continue to receive access prioritisation and preferential data treatment on Telstra's Public 4G/5G Mobile network within Australia. When roaming overseas, customers will not receive access prioritisation or preferential data treatment.
- 19.32 You may receive Alerts (being SMS notifications relating to international roaming pricing and international data usage). Where these Alerts relate to usage in an Eligible Country, the Fees and Charges applicable to the Day Pass will apply. You may opt out of receiving these Alerts unless otherwise prohibited by law or Our Customer Terms.
- 19.33 The terms and charges relating to international roaming services and the International Roaming Day Pass are as set out Part I - Heading Overseas (International Roaming) of the Telstra Mobiles section of Our Customer Terms.

TELSTRA LANES SIM

- 19.34 In order to access the LANES Service, you must use a Telstra LANES SIM or SIM Chip in an Approved Device. You cannot use any other type of SIM to access the LANES Service.
- 19.35 The Charges relating to the Telstra LANES SIMS are as set out in our agreement with you.
- 19.36 Telstra LANES SIMs can only be used in connection with the LANES Service and not for other telecommunication services.

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- 19.37 Telstra LANES SIMs and delivered to you will be unlocked without a PIN code. You must ensure that you implement appropriate procedures to prevent unauthorised use of SIMs, including locking them. You are responsible for charges incurred as a result of any usage of the LANES Service.
- 19.38 You must not resell Telstra LANES SIMs that are supplied to you by us.
- 19.39 We will activate the Telstra LANES SIMs for each Approved Device when the Telstra LANES SIM is dispatched to you.

OTHER INCLUDED SERVICES

- 19.40 As part of the LANES Service, we will provide you with the following additional Services.
- 19.41 The Service that we provide in connection with the LANES Service consists of:
- (a) access to the Telstra LANES® Portal; and
 - (b) the provision of 24/7 Telstra LANES® help desk.

Access to Telstra LANES® Portal

- 19.42 The Telstra LANES® Portal can be accessed via <https://lanes.telstra.com>
- 19.43 The Telstra LANES® Portal provides access to information about your LANES Service including:
- (a) The Telstra LANES® dashboard, including reports on Service Level Targets (as set out in our agreement with you) and other reports we make available from time to time;
 - (b) Access to 4G/5G network coverage maps; and
 - (c) Telstra LANES contact details.
- 19.44 We will provide you with access to the Telstra LANES® Portal by creating a user ID for each Authorised User and Delegated Customer Officer(s).
- 19.45 Only an Authorised User and Delegated Customer Officer(s) may access the Telstra LANES® Portal and such access must be for a purpose that is relevant to your LANES Service.
- 19.46 Unless otherwise approved by us in writing, you must not and must ensure that the Authorised Users and Delegated Customer Officer do not make public any information derived from the Telstra LANES® Portal unless you are required to do so by law.

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19.47 You acknowledge and agree that the Telstra LANES® Portal may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by our suppliers, or because of other causes beyond our reasonable control.

Telstra LANES® Help Desk

19.48 We will provide a Telstra LANES® help desk support 24 hours, 7 days a week to assist with:

- (a) faults with the LANES Service;
- (b) adds, moves and changes; and
- (c) faulty Standard Devices purchased from Telstra.

19.49 The Telstra LANES® help desk is also available to assist with any Network Faults (as defined in our agreement with you).

19.50 Only your Delegated Customer Officer can request changes to the LANES Service.

Dealing with Faults:

19.51 You must undertake initial fault diagnostics before reporting faults to the Telstra LANES® help desk.

19.52 If you are unable to resolve a fault, your Authorised User or Delegated Customer Officer may contact the Telstra LANES® help desk on lanes@telstra.com.au or 1800 874 956. Calls from overseas can be made to this number by inserting the international number prefix +61 1800 874 956. Charges apply when calling from overseas.

19.53 Your Authorised User and Delegated Customer Officer should be prepared to answer the following questions:

- (a) What is the device and device number impacted?
- (b) Is it an Approved Device impacted?
- (c) Is there a problem accessing the Telstra LANES® Portal?
- (d) Has the LANES Service worked before (ie is this a newly commissioned service)?
- (e) How many users are impacted?
- (f) When did the problem arise?
- (g) What error code is the user getting with the LANES Service?

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- (h) Where is the user when the issue is arising?
- (i) Is the user experiencing data/speed issues?
- (j) Is it just voice calls impacted or just data impacted?
- (k) Are these services working on other devices in the same location?
- (l) What is the magnitude of the fault – eg is it life threatening?

19.54 The Telstra LANES® help desk will perform an analysis of your problem. It may take a number of business days to identify the type of fault as the fault report will go through a number of levels of review.

SERVICE LIMITATIONS

19.55 Public LTE Mobile Network access is only available in areas where there is access to our Public 4G/5G Mobile Network and the relevant Approved Device is able to connect to that network. For the avoidance of doubt, for the LANES Service this only includes 4G/5G coverage (not 2G, 3G or satellite communications).

19.56 The LANES Service does not provide preferential treatment for voice services on our Public 4G/5G Mobile Network.

19.57 Your ability to access our Public 4G/5G Mobile Network depends on, amongst other things, coverage availability, local conditions, capability of Approved Devices and distance from the base station.

19.58 The LANES Service cannot be used to roam onto any other domestic or international mobile network, other than as provided in these terms.

TERMS OF USE

19.59 From time-to-time we will need to get in contact with you regarding your LANES Service, so it's important that you keep your organisation's details up-to-date. To use the LANES Service, you also need to ensure that your Authorised Users and Delegated Customer Officers contact details are correct and kept up-to-date. We may charge you an additional fee for any delay or additional work we are required to perform because you have not provided us with the reasonable assistance we require, or if you provided us with inaccurate or incomplete information.

19.60 You are solely responsible for the use (or attempted use) of your LANES Service, and any inference drawn from your use (or attempted use) of your LANES Service, by you and/or any third party whether authorised or not.

19.61 You must comply with our reasonable and lawful instructions regarding your use of the LANES Service.

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19.62 You must keep your passwords and other identification codes for your LANES Service secure.

19.63 You:

- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding your account ID, password, antivirus and firewall protections, and connectivity with the LANES Service;
- (b) must implement the necessary controls to ensure that you do not use the LANES Service for any of the following:
 - (i) to store, process, or transmit material that is tortious or in violation of any applicable laws;
 - (ii) to transmit malicious code;
 - (iii) to interfere with, unreasonably burden, or disrupt the integrity or performance of hardware, software, the LANES Service or third-party data contained therein;
 - (iv) to attempt to gain unauthorised access to systems or networks; or
 - (v) to provide the LANES Service to non-user third parties, including, by resale, license, loan or lease;
- (c) must use commercially reasonable efforts to prevent or block any use prohibited under these term by your personnel or users; and
- (d) warrant that you will not use, permit or facilitate the use of the LANES Service:
 - (i) to transmit Inappropriate Content. “Inappropriate Content” means any content which:
 - (A) contains or introduces “viruses”, “worms”, “Trojan Horses”, “e-mail bombs”, “cancel bots” or other similar computer programming routines;
 - (B) is in any way unlawful; or
 - (C) infringes the intellectual property or privacy or other rights of any person,
 - (ii) without Telstra’s express approval, in relation to the business or affairs of any person other than you;
 - (iii) to infringe the intellectual property rights of any person;

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- (iv) to breach any law, standards, content requirements or applicable codes of conduct;
- (v) to publish or disseminate any material that is illegal, defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
- (vi) to menace or harass any person;
- (vii) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
- (viii) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.

19.64 You must not alter, modify, revise or adapt the LANES Service, in part or in whole, create any derivative works from the LANES Service or any portion thereof or reverse engineer the LANES Service or any data or software contained therein. You must not use the LANES Service to construct products or services that may compete with the LANES Service.

19.65 You must not, and must ensure that your employees, contractors and agents do not, attempt to gain unauthorised access to the LANES Service, the Telstra LANES® Portal, accounts, computer systems or networks connected to the LANES Service, including through hacking, password mining or by any other means.

AUTHORISED USERS AND DELEGATED CUSTOMER OFFICERS

19.66 You must provide us with a list of all of your Authorised Users and Delegated Customer Officers, who you agree will have access to all information in connection with your LANES Service. You must advise us immediately of any changes to that list of Authorised Users and Delegated Customer Officers.

19.67 **Authorised Users** and **Delegated Customer Officers** are people you advise us are authorised to act for you as described in this section.

19.68 Only Authorised Users and Delegated Customer Officers can access the Telstra LANES® Portal or contact the Telstra LANES® help desk. If an Authorised User or Trusted Customer Service requires support when they call the Telstra LANES® help desk their name will be checked against your Authorised User list and Trusted Customer Service list and they will have to provide the relevant administrator level password.

19.69 Only a Delegated Customer Officer can make adds, moves and changes to your LANES Service or deal with a fault which is classified by us as a Network Fault.

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- 19.70 Authorised Users and Delegated Customer Officers must follow the fault process set out above.
- 19.71 We and our third party provider will not be liable for any security breach or fraudulent activity that may arise if you do not follow the processes set out here for Authorised Users and Delegated Customer Officers.

Ownership

- 19.72 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the LANES Service.
- 19.73 You must not take any action that jeopardises our (or our licensors’) rights in or related to the LANES Service.
- 19.74 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the LANES Service, including any improvement or development of the LANES Service.
- 19.75 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors’) name.
- 19.76 You are not entitled to receive a copy of or own any part of the solution design of your LANES Service and/or the source code of any software associated with your LANES Service.
- 19.77 Except with our prior written agreement in each instance, you must not and must ensure that your contractors do not use our trade marks or branding elements or otherwise expressly or by implication represent that we approve of, endorse, sponsor or are affiliated with you or the LANES Service or any other of your products or services.

SERVICE ASSURANCES

- 19.78 We aim to meet the Service Levels for your LANES Service as set out in our agreement with you. You acknowledge that Telstra's Service Levels are targets only and Telstra will not be responsible for failing to meet them.

20 The MTData In-Vehicle Telematics Solution

- 20.1 The MTData In-Vehicle Telematics Solution (“**Solution**”) uses the Telstra Mobile Network to provide near real-time vehicle and asset locations, mapping, reporting and mobile communication.

AVAILABILITY

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20.2 To use the Solution, you will need:

- (a) the Hardware – Comprehensive kit or Starter kit; and
- (b) an eligible Telstra Machine to Machine (M2M) data and voice plan for each Solution to access the Telstra Mobile Network. You acknowledge that we will charge you for:
 - (i) any data usage associated with your service on our mobile network, separate to your Solution charges as outlined in Part G – Data Services in the Telstra Mobiles Section of Our Customer Terms.

OPTIONAL ADD ONS

20.3 For an additional cost, you may purchase:

- (a) satellite communications unit(s) to access the Iridium satellite network for use when your vehicle or asset is not within the Telstra Mobile Network coverage areas;
- (b) optional accessories (available for purchase with the Comprehensive kit only for an upfront cost),

via the application form.

INTERRUPTION TO SERVICE

20.4 You acknowledge and agree that:

- (a) the Service is dependent upon the provision of an uninterrupted mobile telecommunications service, power supplies, satellite signals and other software, which may be owned, controlled or operated by third parties; and
- (b) the availability or accuracy of information provided by the Service may be interrupted as a result of an Exclusion Event.

20.5 Except where liability cannot be excluded due to the operation of law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable to you for any inaccuracy, degradation or failure of the Service which is beyond our reasonable control. You must not make a claim against us, or our respective suppliers, in relation to any event caused by, or in connection with, the matters set out in this clause.

INSTALLATION

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- 20.6 Installation cost in metropolitan and regional areas for the Hardware is described in the application form.
- 20.7 Without limiting any other provision of this section or application form, you acknowledge that you are solely responsible for ensuring, and you must ensure, that the installation of the Hardware:
- (a) complies with all applicable laws, regulations, standards and guidelines, including those relating to driver safety and vehicle safety (except to the extent non-compliance is directly caused by our (or our subcontractor's) performance of the Services under this agreement; and
 - (b) does not otherwise impede or compromise in any way the safe operation of the vehicle in which the Hardware is installed (including, without limitation, the operation of airbags and other vehicle systems) except to the extent the impediment or compromise is directly caused by our (or our subcontractor's) performance of the Services under this section.

ELIGIBILITY

- 20.8 You are only eligible for the Solution if you have an ABN, ACN or ARBN.

TERM

- 20.9 Each Service begins on the Service Start Date and continues on a month-to-month basis unless a party notifies the other, by providing 30 days' written notice.
- 20.10 You acknowledge and agree that the Supplier may provide all or part of the Service, and if our agreement with the Supplier end, we may cancel the Service (in whole or in part) on reasonable notice to you.

TERMINATION

- 20.11 We may terminate access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network, or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will provide you with reasonable notice before this happens.

GENERAL LICENCE TERMS

- 20.12 If you purchase a Solution from us, we will grant you a non-exclusive and non-transferable licence to use the Software for your own internal business purposes during the term of the agreement.
- 20.13 You understand that you must not:
- (a) copy, reproduce or modify the Software (or any associated documentation) or

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- create any derivative work from the Software;
 - (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Software (or any associated documentation) to any third party;
 - (c) cause or allow the distribution, disassembly, decompilation or reverse engineering of the Software (including the creation of derivative works) or otherwise attempt to gain access to the source code of the Software;
 - (d) use the Software for any unlawful, abusive, offensive or fraudulent purpose;
 - (e) use the Software in a manner that infringes any law, regulation or standard;
 - (f) disclose any confidential information provided to you by the Supplier to a third party (including any documentation provided to you in connection with the Service) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Service or where you are required by law to disclose that information; or
 - (g) cause or allow any third party to do any of the acts described in paragraphs (a) to (f) above.
- 20.14 You understand that you have no rights or interests in the Software other than those expressly granted in this section.
- 20.15 You grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Service any suggestions, enhancement requests or recommendations provided by you in relation to the operation and features of an application.
- 20.16 You acknowledge and agree that to use certain features of the Service, you will need to use certain third party products and services and will need to agree to those third parties' terms and conditions of use.
- 20.17 This licence commences once we have received full payment of the upfront charges specified in the application form. The licence continues until the termination or expiry of the agreement (**Licence Term**), subject to the ongoing payment of any monthly fees. We may suspend or terminate the licence granted under these Licence terms if you have not paid the monthly fees (except in the case of a genuine dispute).
- 20.18 If you breach clause 20.17:
- (a) any reasonable costs associated with us performing remedial modifications or the reasonable costs arising out of the investigation or rectification of the effects of proposed remedial modification or alterations will be borne solely by you; and
 - (b) you will fully indemnify us against all losses, damages or expenses which may be incurred by us and that arise naturally (that is, according to the usual course of

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things) as a result of any claim by a third party against us in relation to any unauthorised modifications or alterations that infringe any Intellectual Property Rights of a third person, except to the extent the claim is caused or contributed to by us. We will take reasonable steps to mitigate our loss, damage or expense incurred in connection with any such claim

- 20.19 You acknowledge and agree that the Software (modified or altered) remains our property. If you are asked by us, you must assign to us, all Intellectual Property Rights arising from the modification to the Software.

INTELLECTUAL PROPERTY RIGHTS

- 20.20 Unless otherwise agreed, all rights, title and interest in the any Intellectual Property Rights created in the course of activities under this agreement (including Contract Material) is owned solely by us or our licensors.

ACCEPTABLE USE

- 20.21 You agree and acknowledge that you will not use the Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.
- 20.22 You must only use the Service:
- (a) with any applicable mandatory Hardware and any applicable bundle described in the application form;
 - (b) for the purpose for which the Service was designed;
 - (c) in a manner that is contemplated by the Supplier and the manufacturer of the Hardware, and in accordance with the Supplier and manufacturer's specifications, operating guidelines and recommendations;
 - (d) in compliance with all applicable laws, regulations, standards and industry codes of conduct;
 - (e) for your own internal business purposes;
 - (f) in accordance with the reasonable instructions of us; and
 - (g) in accordance with this agreement.
- 20.23 You understand that it is your responsibility to ensure that your use of the Solution complies with any relevant privacy obligations.
- 20.24 You must take all reasonable steps to prevent any unauthorised access to the Service and must not disclose or copy any part of the Solution (including any embedded software) except if required to do so by law.
- 20.25 You must not:

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- (a) distribute, disassemble, analyse, modify, upgrade, enhance, alter, reverse engineer, de-compile or otherwise change (including the creation of derivative works based on) any element of the Service;
- (b) breach any copyright and other proprietary notices associated with the Service; or
- (c) transfer, assign, deal, sublicense, rent, transfer, use for the benefit of others (whether in a service bureau environment or otherwise), or grant any rights in the Service or any part thereof in any form to any party without our prior written consent.

20.26 You agree to use the Solution in accordance with our Acceptable Use Policy, available via <https://www.telstraglobal.com/acceptable-use-policy>.

SECURITY

- 20.27 You agree and acknowledge that you are solely responsible for the use, supervision, management and control of the Software.
- 20.28 You ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use.
- 20.29 You must keep accurate records of your use of the Software. You allow us to inspect these records at any reasonable time.

WARRANTIES

20.30 In addition to any rights you may have under Australian consumer protection laws, we voluntarily give the following warranty:

- (a) the Software provided to you will function in all material respects in accordance with its specification (as described in the documentation provided to you in connection with that Software), for 12 months from the date we deliver the Services to you.

20.31 If we breach the voluntary warranty in clause 20.30, then we will (at our option):

- (a) replace the relevant components that are in breach of the warranty; or
- (b) pay the costs of replacing those components,

provided that you first return the defective Hardware to us, at your own cost. You are responsible for the cost of freight and if we are required to assist you in removing or installing the Hardware, this will be at our standard rate for such work.

20.32 The voluntary warranties in clause 20.30 do not apply if:

- (a) any person has misused the Service or used it in a manner not expressly permitted

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- by any documentation relating to the Service; or
- (b) the breach is caused by:
- (i) the integration of the Software with other software or systems without our prior consent;
 - (ii) something other than faulty materials or workmanship relating to the Solution;
 - (iii) the incorrect handling or storage of the Solution;
 - (iv) the use of the Services other than in accordance with the documentation provided to you in connection with Solution;
 - (v) the Solution being subject to misuse or maltreatment, inattention, modification or technical interference, including (without limitation) abnormal physical, electrical or electromagnetic stress, unless caused by or on behalf of us or the Supplier;
 - (vi) the installation, configuration or commissioning of the Services by any person other than us or the Supplier (or a subcontractor of either entity);
 - (vii) the seals (of any kind) on the relevant Solution being broken; or
 - (viii) accessories of any kind being used by us or the relevant customer in connection with the relevant Solution (unless those accessories have been supplied by us or the Supplier),
- (c) if any unauthorised attempt has been made to repair, replace, modify or maintain the Solution.
- 20.33 We do not provide any warranties in respect of any equipment that you purchase from a third party.
- 20.34 You indemnify us and our officers, employees, agents and contractors (**Indemnified**), and will hold the Indemnified harmless, against all actions, claims (including without limitation any claims against any of the Indemnified by you, your customers, end users, members of the public, or regulators), charges, costs (including legal costs), expenses, losses, damages and other liability (**Loss**) that any of the Indemnified sustain or incur and that arise naturally (that is, according to the usual course of things), as a result or as a consequence of your failure to comply with clause 33.25 (including Loss arising from death, personal injury and/or damage to property), except to the extent the failure is caused or contributed to by us. We will take reasonable steps to mitigate our Loss sustained or incurred in connection with the failure.
- 20.35 You acknowledge that it is your responsibility to consider the effect that installation

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of the Hardware may have on the continuing validity of any warranty in connection with your property or third party property (for example, warranties in respect of the vehicle in which the Hardware is installed).

HELPDESK

20.36 We operate a helpdesk that you may contact by email or telephone for support.

20.37 To obtain helpdesk support, you must:

- (a) ensure that the Software is used in a proper manner by competent and trained employees;
- (b) co-operate fully with us in the diagnosis of any alleged nonconformity of the Software and will provide all such information we or our Supplier (acting reasonably) determines necessary to provide helpdesk support; and
- (c) if the Software is hosted by you:
 - (i) you must ensure that the computer hardware upon which the Software is installed is housed in a suitable temperature controlled, dust and smoke free environment with a standby generator backed-up UPS (uninterruptible power supply) for all critical computers and associated equipment;
 - (ii) you must permit us or our designated third party to access any hardware on which the Software is installed to the extent necessary to enable our Supplier to provide the helpdesk support; and
 - (iii) you will provide the means to access servers and workstation PCs remotely and provide us or our designated third party with any software or hardware required in order to access those devices.

20.38 The following definitions apply to the MTDData In-Vehicle Telematics Solution:

Contract Material means any material (including but not limited to documentation, software, configurations and coding) created by us or our behalf in relation to a Service.

Emergency Maintenance is when we need to conduct emergency maintenance repairs and modification to our Services, and we will aim to give you 24 hours' notice.

Exclusion Event means Planned Maintenance or Emergency Maintenance, or Force Majeure Event.

Force Majeure means a party is unable to perform, or is delayed in performing an obligation under this agreement (other than an obligation to pay money) because of an event beyond that party's reasonable control, and that obligation is suspended (but only so far and for so long as it is affected by the Force Majeure Event).

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Hardware means the devices and accessories listed in the MTDData In-Vehicle Telematics Solution application form.

Intellectual Property Rights means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.

MTData means Mobile Tracking & Data Pty Ltd.

Planned Maintenance means from time to time, we may need to schedule maintenance of the Services. Where possible, we will schedule Planned Maintenance between 1am – 6am local time at the affected Service locations and we aim to give you at least 10 days’ notice.

Service Start Date means the date the Service begins when the MTDData In-Vehicle Telematics Solution application form has been signed.

Software means the software application(s) listed in the the MTDData In-Vehicle Telematics Solution application form.

Special Conditions mean any special conditions agreed in the MTDData In-Vehicle Telematics Solution application form.

Supplier means Mobile Tracking and Data Pty Ltd.

21 **Arduino MKR NB 1500**

What is Arduino MKR NB 1500?

21.1 Arduino MKR NB 1500 comprises the following elements:

- (a) an Arduino MKR NB 1500 development board and a compatible antenna (“**Hardware**”); and
- (b) access to the Arduino Software (subject to clauses 21.7 and 21.8 below).

21.2 Arduino MKR NB 1500 allows you to program a development board to read inputs or pre-designed triggers that will prompt compatible IoT devices to perform specific actions.

Use and Requirements

21.3 You can, but do not have to, use the Arduino Software to program your Hardware. However, the Hardware is designed to be used with the Arduino Software, and so, if you use any software or platform other than the Arduino Software to program your Hardware, you acknowledge and agree that:

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- (a) such software or platform may not be compatible with the Hardware; and
 - (b) the Hardware may not operate or perform as intended.
- 21.4 The Hardware is based on the open-source Arduino Software, and as such is compatible with a wide range of IoT devices. However, we do not promise it will be compatible with all IoT devices.
- 21.5 To use your Arduino MKR NB 1500, you must acquire separately a CAT-M1 compatible SIM card and maintain an active M2M data plan. Additional terms and conditions will apply in relation to our supply and your use of the SIM card and M2M data plan.
- 21.6 You acknowledge that the Hardware has been created for development and testing purposes and is not intended for commercial use.

Arduino Platform and Arduino Software

- 21.7 The Arduino Software is provided to you by our third party provider, on the terms and conditions agreed between you and that third party provider.
- 21.8 In order to access and use the Arduino Software, you must first accept the terms and conditions imposed by our third party service provider, and you must remain in compliance with those terms and conditions.

T.DEV

- 21.9 Arduino MKR NB 1500 is available through the T.DEV platform (or you can order it offline). To use the T.DEV platform, you need:
- (a) an internet connection;
 - (b) to create an account in the T.DEV platform (if you haven't already done so) and agree to the terms and conditions; and
 - (c) to meet any minimum system requirements required to use the T.DEV platform.

Hardware supply

How we deliver and install the hardware

- 21.10 We will deliver the Hardware during Business Hours to the address set out in your Application Form or otherwise agreed in writing between you and us.
- 21.11 We will use reasonable efforts to ensure your Hardware is delivered by the date we tell you, and to update you of delivery delays (if any).

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21.12 Our supply of the Hardware depends on availability from the relevant supplier, and so we cannot guarantee to meet any particular delivery date.

Transfer of title and risk and hardware condition

21.13 Title to any Hardware passes to you free of any encumbrances on the date we receive payment in full for the relevant Hardware from you.

21.14 Risk in any Hardware passes to you on delivery to the place of delivery set out in your Application Form or otherwise agreed in writing between you and us.

Arduino MKR NB 1500 Introductory Offer – Valid until 29 August 2019

21.15 If you buy an Arduino MKR NB 1500 before 29 August 2019, your Arduino MKR NB 1500 will include, at no additional cost to you, a CAT-M1 compatible \$0 SIM card with a 10MB/month data allowance until 29 September 2019 (“**Introductory M2M Data Service**”).

Use and restrictions

21.16 Your Introductory M2M Data Service and the SIM card provided with it will be disconnected on 29 September 2019.

21.17 You must:

- (a) not use your Introductory M2M Data Service with any device or hardware other than the Hardware;
- (b) use the SIM card provided with your Introductory M2M Data Service in accordance with the manufacturer’s specifications, including that each SIM card must be stored in conditions up to a maximum of 40°C/90%RH, and installed within 168 hours after the package is opened;
- (c) not resell or on-supply the Introductory M2M Data Service or the SIM card provided with your Introductory M2M Data Service;
- (d) comply with the Wireless Application Development Guidelines (as available at http://www.telstra.com.au/business-enterprise/download/document/Telstra_Wireless_Application_Development_Guidelines_Version6_Issue.pdf (or at any other website advised by us from time to time) and amended by us from time to time) when using the Introductory M2M Data Service; and
- (e) comply with Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) when using the Introductory M2M Data Service.

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21.18 Although we will use reasonable care and skill in providing the Introductory M2M Data Service, due to the nature of mobile network technologies, the network and devices may experience drop-outs from time to time and we cannot guarantee that your Introductory M2M Data Service will work everywhere. For coverage information call on 125 111 (call charges apply) or visit www.telstra.com.au/mobile/networks/coverage/maps.cfm.

When we can suspend or terminate your service

21.19 We may terminate or suspend your Introductory M2M Data Service:

- (a) if you reach or exceed your 10MB/month allowance;
- (b) if you use your Introductory M2M Data Service to adversely impact the operation and/or other customers' enjoyment of our networks;
- (c) if you breach a material term of these terms; or
- (d) if your use of our service is polling the network more frequently than once every 60 seconds or maintains a continuous active radio connection to the network (other than for a voice connection) – continuous idle data connectivity to the network, in the form of PDP context establishment, is permitted,

or otherwise in accordance with the General Terms of Our Customer Terms or our agreement with you.

21.20 We will notify you if we consider that you are not complying with the Wireless Application Development Guidelines. If you fail to comply with the Wireless Application Development Guidelines within 30 days (or such longer period as we notify to you), we may terminate your access to our networks. We will tell you before this happens.

21.21 You must not use your Introductory M2M Data Service to connect to the internet via another internet service provider.

Eligible Data Usage

21.22 Your Introductory M2M Data Service does not include, and the monthly included data allowance cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, BigPond Mobile services (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

Definitions

21.23 In this section 21 Arduino Software means the open-source software provided by our third party service provider, Arduino, that can be used to operate the Hardware.

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22 1Error! Reference source not found.11111Business Mobile Data Plans

For new connections on and from 04 May 2021. Bundle Plans available for new connections on and from 2 August 2022.

Eligibility and Availability

- 22.1 To be eligible for a Business Mobile Data Plan, you need a 10 digit account number and an ABN, ACN or ARBN. We supply Business Mobile Data Plans for business purposes, so you must use the plan predominantly for business purposes.
- 22.2 Services connected to the following plans can't be on the same account as services on Business Mobile Data Plan:
- Telstra Business Mobile Advantage
 - Telstra Business All-4-Biz Plans
 - Telstra Business Mobile PLUS
 - Telstra Business Fleet Select
 - Telstra Business Mobile Select
 - Corporate Mobile Plus
 - Telstra Business Fleet Connect
 - Telstra Business Phone
 - Telstra Business Member
 - Consumer Mobile
 - Enterprise Fleet
- 22.3 All Business Mobile Data Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your Business Mobile Data Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses [35.17](#) to [35.20](#) below).
- 22.4 To connect your existing Telstra business mobile data service to a new Business Mobile Data Plan, you must request to be moved and connected to a new Business Mobile Data Plan. This will lead to the cancellation of your existing Telstra business mobile data plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any reasonable fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Business Mobile Data Plan.
- 22.5 Unless otherwise stated, all add-on packs and offers associated with the old Business Mobile Data Plans before 25 June 2019 are not compatible with new Business Mobile Data Plans and cannot be added to your Business Mobile Data Plan or brought across if you're moving from an old business mobile plan to a new Business Mobile Data Plan, including all shareable and non-shareable data-packs, including Business Demand Data and Extra Data.

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- 22.6 To be eligible for Bundle Plans, you must have an Essential or Premium Mobile Plan. You are eligible to add on up to 5 Bundle Plans.

Device Options

- 22.7 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a Device Payment Contract (“**DPC**”). The DPC terms and conditions are set out in [Part C – Special Promotions](#) of the Telstra Mobile Section of Our Customer Terms.
- 22.8 Business Mobile Data Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 22.9 Business Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 22.10 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500MHz banding, so that you can enjoy the full benefits of your service. Check your device manual or manufacturer’s website for more information.
- 22.11 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you purchase an eligible device on a DPC. If you purchase an eligible device:
- (a) you will receive the DPD amount as a credit towards your device repayments each month for the term of your DPC;
 - (b) we will tell you the DPD amount when you take up your eligible DPC; and
 - (c) the monthly device repayments (if any) on your bill are after the DPD amount has been applied.
- 22.12 If you cancel your Business Mobile Data Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

Accessory Repayment Option

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

Plan options

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22.14 You can choose from the Business Mobile Data Plans set out in the table below.

Business Mobile Data Plans	Extra Small Not available for new sign ups from 4 November 2022	Small	Medium	Large	Data Bundle Plan	Mobile Bundle Plan
Monthly Charge	\$15	\$25	\$55	\$85	\$10 Min Cost \$78	\$47 Min Cost \$115
Prices may increase by CPI annually from July						
Data (shareable) for use in Australia	5GB	30GB	75GB	400GB	10GB	15GB
Term	Month-to-month					
SMS / MMS to Standard Australian numbers	25¢ for SMS /50¢ for MMS per message sent per recipient					Unlimited
Mobility Accelerator	Not available		Optional +\$10/month. See clause 23 for more detail		Not available	
Data Speed Shaping after data allowance is exceeded	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. Heavy data users (users in the top 1% of all data users) may experience slower speeds than other users during busy periods. FairPlay policy applies. For use in Australia).					
Telstra New Tablet Feeling® Redemption (only with DPC)	\$149 fee (if redeemed) - see Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms . New Tablet Feeling is not available to customers to take up a device payment contract (DPC) on and from 14 January 2020.					
StayConnected Advanced™	Optional +\$15/month					
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass For charges and a list of Eligible Roaming Destinations visit telstra.com/overseas or see Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms					

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International Calls and SMS/MMS from Australia	Standard PAYG rates apply – see Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms for PAYG rates for calls and Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS	
Network Access	3G, 4G and 4GX	3G, 4G, 4GX and 5G 5G access rolling out from January 2023 to services that took up the Small plan before 4 November 2022
Plan Speeds		Ultimate 4G & 5G Speeds
<p>All for use in Australia (except international roaming). Voice compatible device required for calls and SMS. Ultimate 4G & 5G Speeds: Included data comes with access to our fastest download speeds on our 4G and 5G network.</p>		

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

- 22.15 Your Business Mobile Data Plan doesn't include a SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 22.16 The terms and conditions for SMS/MMS are set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

What you must pay each month

- 22.17 Each month you must pay us:
- (a) the minimum monthly charge for your Business Mobile Data Plan;
 - (b) for all usage other than included allowances;
 - (c) if you have a DPC, for any device repayments (taking into account any DPD amount, if eligible); and
 - (d) any accessory repayments under any ARO;
 - (e) any other value added services or add-ons; and
 - (f) any amounts for usage outside Australia.

Annual Price Review (Mobile and Data Plans)

- 22.18 From 1 July 2022, our mobile and data plans now include an annual price review to reflect Consumer Price Index (CPI). This means your mobile and data plan price may

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increase annually by CPI in July. CPI measures household inflation and is released by the Australia Bureau of Statistics.

- 22.19 We'll use the CPI for full year to March quarter and any increase will be rounded to nearest dollar and occur from your July billing cycle. We'll let you know before any changes take effect.

Changing or cancelling your plan

- 22.20 You can change to a different available Business Mobile Data Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you join Telstra on the Small Business Mobile Data Plan on 25 June 2019, and then increase your plan to the Medium Business Mobile Data Plan on 5 July 2019, you'll immediately be moved on to the Medium Business Mobile Data Plan on 5 July 2019 and enjoy benefits such as an increase from 10 to 50GB of data. At the end of that month (24 August 2019), you'll be billed at a pro rata rate for 10 days of the Small Business Mobile Data Plan and 20 days of the Medium Business Mobile Data Plan amount, and after that your next monthly bill will be for the Medium Business Mobile Data Plan amount if you don't change again

- 22.21 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
- (a) a pro-rated amount for your last billing cycle based on when you cancel your plan; and
 - (b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

- 22.22 If you cancel or change your Essential or Premium Mobile plan you will no longer be eligible for Bundle Plans and existing Mobile Bundle Plans or Data Bundle Plans will be moved to the nearest in-market plans. We'll be in touch to let you know about these changes.

Our changes to your plan or add-ons

- 22.23 From time to time we may make changes to your plan (or add-ons), including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can change your plan once a month or leave. If you leave, just pay out your device, accessories or services in full.

For customers who take up Mobile Data Plans on and from 01 July 2020

If we change your plan or move you to a new plan, those changes may be:

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- (a) neutral or beneficial to you; or
- (b) detrimental to you.

Neutral or beneficial changes

If we make a change to your plan or add-ons which we reasonably believe will be neutral or beneficial to you, we can make the change immediately without telling you.

Detrimental changes

If we make a change to your plan or add-ons which we reasonably believe will be detrimental to you then:

- (a) we will notify you at least 30 days in advance of the changes taking effect.
- (b) If you don't like the change, you may change to another plan or add on, or cancel your plan or add on.
 - (i) If you've purchased a device/s that can be used with another provider, you will need to pay out your device in full (and any device discounts you've received will apply to that payment); or
 - (ii) If you've purchased a device/s that can't be used with another service provider, we'll refund those costs as follows:
 - (A) $\text{Upfront equipment cost} \times (24 - \text{number of months spent continuously on the plan or add on}) / 24 \text{ months.}$

For customers who took up Mobile Data Plans between 25 June 2019 - 30 June 2020

If we change your plan or move you to a new plan:

- (a) We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.
- (b) If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the [General Terms](#) does not apply to Business Mobile Data Plans under this clause 22.

- 22.24 We can tell you about changes to your Business Mobile Data Plan by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra app or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may

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use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

Shareable Monthly Data Allowance

22.25 Each Business Mobile Data Plan has a shareable monthly data allowance for use within Australia. The total shared data allowance for your account is the combined monthly data allowance of all Eligible Services (see clause [35.25](#)) on your account (**Shared Monthly Data Allowance**).

22.26 If you use more than your Shared Monthly Data Allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month across all Eligible Services until your next billing period (**No Excess Data Charges in Australia**). This speed is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device(s) to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.

22.27 If you have exceeded your Shared Monthly Data Allowance, you can increase the plan of one or more of your Eligible Services once a month, to increase your Shared Monthly Data Allowance. See clause [35.17](#) on how to change your plans. You cannot add a data pack to any Eligible Service to increase your Shared Monthly Data Allowance.

22.28 Any unused Shared Monthly Data Allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your Shared Monthly Data Allowance to help you make the most of your Shared Monthly Data Allowance. You can also check how much data you've used via the 24x7 app, MyAccount, and the Mobile Data Usage Meter.

Eligible Services for data sharing

22.29 Where you take up a Business Mobile Data Plan or move an existing service to a Business Mobile Data Plan:

(a) Your Shared Monthly Data Allowance will be automatically pooled and shared with the data allowances of services on the same account that are connected to one of the following plans (the **Eligible Services**):

- Business Mobile Data Plans
- Business Mobile Plans
- Business Mobile Lease Plans
- My Business Mobile Data Plans
- Go Business Mobile Data Plan
- Go Business Data Share SIMs
- Business Mobile Broadband Share Plan
- Data Share SIM Plans
- My Business Mobile Data Plans
- Go Business Mobile Broadband Plans
- Easy Share Business Plans
- Team Plans

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- TMB Business Share
- \$5 or \$0 Data Share SIMs
- Business Performance Data Share Packages
- DOT Mobile
- Business Performance Plans (Shared)

- (e) Your Eligible Services will automatically:
- (i) be converted to No Excess Data Charges in Australia, and Extra Data will be removed; and
 - (ii) have Business Demand Data removed.

Your Eligible Services will otherwise continue with the same minimum monthly charges and any existing bonus data or credit. If Extra Data has already been charged for that billing period, there will be no refund for that charge.

Example: You currently have a \$99 shareable Business Mobile Plan with a 12GB monthly data allowance and Extra Data (an Eligible Service) and a non-shareable \$45 My Business Wireless Broadband Plan 20GB with Extra Data (not an Eligible Service). You then buy a Medium Business Mobile Data Plan for \$60 and a 60GB included monthly data allowance.

Your Business Mobile Plan is automatically converted to No Excess Data Charging, giving your account a Shared Monthly Data Allowance of 72GB across both your Business Mobile Data Plan and Business Mobile Plan. If you exceed the Shared Monthly Data in a month, then both services will have speeds shaped to a maximum of 1.5Mbps but no excess data charges will apply.

Your Business Mobile Plan continues unchanged with the same minimum monthly charge and any existing bonus data or credit, except that Extra Data will be removed. However, Extra Data will remain on your non-shareable \$45 My Business Wireless Broadband Plan, which continues unchanged.

No International Calls and SMS Allowance (from Australia)

22.30 Business Mobile Data Plans do not include any allowance for international calls or SMS while you are in Australia. If you make any international calls or send international SMS while you are in Australia, you can:

- (a) purchase an International Calling and SMS Pack for unlimited standard international calls or SMS to eligible countries (you will be charged extra for all non-standard international calls or SMS and all international calls or SMS outside eligible countries); or
- (b) pay standard Pay-as-You-Go (**PAYG**) rates for all international calls or SMS.

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- 22.31 See below for details on the International Calling and SMS Pack, eligible countries and [Part D - Other Call Types](#) of the Telstra Mobile Section of Our Customer Terms for standard PAYG rates.

International Roaming

- 22.32 International roaming is automatically activated on Business Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. [See Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).

International Roaming Day Pass

- 22.33 All Business Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to [Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).
- 22.34 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
- (a) use your mobile outside of Eligible Roaming Destinations; or
 - (b) choose to opt out of your International Day Pass.

Voice calls and SMS

- 22.35 You cannot remove your SIM from your compatible tablet or mobile broadband device and insert it into a mobile handset for the purposes of accessing data over the Telstra Mobile Network with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible tablet or mobile broadband device to resume data access.
- 22.36 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet/mobile broadband devices have this functionality.

FairPlay Policy

- 22.37 The Business FairPlay Policy set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#) applies to Business Mobile Data Plans (except the provisions about Excessive Use). In addition to your FairPlay obligations, you must not, or allow any

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others to, use your service other than for your own personal and business use and may not use your service:

- (a) to resell or commercially exploit any of our mobile services or SIM cards;
- (b) in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider; or
- (c) with handsets or other devices other than those that have been approved by us for use on our networks.

22.38 For the purposes of clause 22.37, this includes (but is not limited to) using your service:

- (a) to re-route call traffic in order to disguise the originating party;
- (b) for the purposes of resale;
- (c) to generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);
- (d) to transit, refile or aggregate domestic or international traffic on Telstra's network;
- (e) as a call collection service and/or for call redirection to call centres, call sinks or mass termination services;
- (f) in such a way that use of the service is automatically generated by a device controlled by software and/or hardware; or
- (g) with devices that switch or reroute calls to or from Telstra's network or any third party without Telstra's consent.

23 Mobility Accelerator

23.1 From 1 July 2022 until further notice, Mobility Accelerator is available to add-on to the Essential and Premium Business Mobile Data Plans.

	Essential	Premium
	Further details about your Business Mobile Data Plan are above at 22.14	
Monthly charge for Mobility Accelerator add-on	\$10/mth	\$10/mth

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Term of add-on	Casual month-to-month – add or remove the Mobility Accelerator add-on at any time
	<p>Mobility Accelerator stops working once you exceed your Shared Monthly Data Allowance. This means once you exceed your Shared Monthly Data Allowance, your speeds will still be capped at 1.5Mbps for the rest of the month across all Eligible Services, and slowed further in busy periods. This speed is not suitable for HD video or high speed applications, and means some webpages, videos, social media content and files may take longer to load.</p> <p>For use in Australia.</p>

- 23.2 Mobility Accelerator is compatible with the Telstra sold 5G and 4GX mobile devices listed here: <http://www.telstra.com.au/small-business/mobile-phones/mobility-accelerator> that are supported on LTE-Advanced technology. The Mobility Accelerator add-on may not work properly on other devices.
- 23.3 Mobility Accelerator only operates when you are on the 4G/5G network in Australia. It does not operate when you are on the 3G network or when you are connected to Wi-Fi.
- 23.4 You will have access to on-demand reporting on the average download speeds you receive with this add-on.
- 23.5 Mobility Accelerator does not guarantee a minimum speed throughput or increase. Mobile speeds vary due to a range things like congestion, location, distance from the base station, local conditions, the device you're using, hardware and software configuration, download source and upload destination.
- 23.6 Mobility Accelerator will not provide a benefit during tasks that require low bandwidth such as email and web browsing, or in times of low network traffic.

Billing

- 23.7 You will be charged the monthly charge for the Mobility Accelerator add-on in advance, subject to 23.8.
- 23.8 If you add-on Mobility Accelerator part way through a billing month, then you will be charged a pro-rated amount based on the days remaining in that billing month, as well as a monthly charge in advance for the following billing month.
- 23.9 Mobility Accelerator will continue on a month-to-month basis until you cancel it. You may cancel it at any time without any early termination charges.

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- 23.10 If you cancel Mobility Accelerator part way through a billing month, you will receive a credit to offset the monthly charge you paid in advance, and you will be charged a pro-rated amount to reflect the days Mobility Accelerator was active in that month.

24 JB Hi-Fi Business Mobile Broadband BYO Plan

Eligibility and availability

- 24.1 To be eligible to take up a JB Hi-Fi Business Mobile Broadband BYO Plan (**JB Hi-Fi Plan**), you must:
- (a) be a new or recontracting Telstra customer; and
 - (b) purchase your JB Hi-Fi Plan from a JB Hi-Fi or The Good Guys store.
- 24.2 To take up a JB Hi-Fi Plan, you'll need a 10 digit account number and an ABN, ACN or ARBN. We supply the JB Hi-Fi Plan for business purposes, so you must use the plan predominantly for business purposes.
- 24.3 JB Hi-Fi Plans are available until withdrawn by us. To connect your existing Telstra mobile broadband service to a JB Hi-Fi Plan, you must cancel your current plan and pay us any applicable early termination charge.
- 24.4 JB Hi-Fi Plans are available as a 12 month BYO plan. You must bring your own Telstra Mobile Network compatible device.

Devices

- 24.5 To ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device that you use with your JB Hi-Fi Plan is Telstra Mobile Network compatible and supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500MHz banding, so that you can enjoy the full benefits of your service. Check your device manual or manufacturer's website for more information.
- 24.6 JB Hi-Fi Plans are for use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 24.7 JB Hi-Fi Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.

Accessory Repayment Option

- 24.8 You can choose to buy compatible accessories with your JB Hi-Fi Business Plan through an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories or hardware (as applicable) in full. The ARO terms and

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conditions are set out in [Part C – Special Promotions](#) of the Telstra Mobile Section of Our Customer Terms.

JB Hi-Fi Plan

24.9 The JB Hi-Fi Plan is set out in the table below:

JB Hi-Fi Plan

	JB Hi-Fi Business Mobile Broadband BYO Plan
Minimum Monthly Charge	\$15/mth for 12 months
Total Minimum Cost	\$180
Term	12 months
Monthly Data Allowance (shareable) for use in Australia	10GB
Extra Data per 1GB or part for use in Australia	\$10 (See clauses 24.15 - 24.17 for important information regarding removal of Extra Data)
Calls in Australia to Standard Australian Numbers	PAYG - \$1/min charged in 1 min blocks or part thereof
SMS / MMS to Standard Australian numbers	25¢ for SMS /50¢ for MMS per message sent per recipient
International Calls and SMS/MMS from Australia	Standard PAYG rates apply or add a \$10/month International Call and SMS Pack for Unlimited Calls/SMS to standard international numbers in 25 destinations - see Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms for calls, Part B – Our Current and Recent Business Pricing Plans for the International Call and SMS Pack , and Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass

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	For charges and a list of Eligible Roaming Destinations visit telstra.com/overseas or see Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms
Non-standard Calls and Messages	PAYG Non-standard calls and messages rates (see clauses 24.10 and 24.12)
All for use in Australia (except international roaming). Voice compatible device required for calls and SMS.	

- 24.10 Your JB Hi-Fi Plan doesn't include a call, MMS or SMS allowance. If you make calls or send an SMS or MMS when using a call/SMS/MMS capable device, the charges set out in the table above will apply. In addition, you must pay for any Non-standard Calls and Messages as set out in [Part D – Other Call Types](#) of the Telstra Mobile section of our Customer Terms.
- 24.11 Standard calls and messages include most types of national direct dial voice calls, video calls and messages made in Australia to standard Australian numbers, including voice calls to 11xx, 13xx (6 and 10 digit), and 12xx numbers (including 1234, 12455 and 12456 numbers but excluding Sensis and 12 numbers listed as Non-standard calls and messages), calls and SMS to Telstra and Optus satellite mobiles, diversions within Australia to fixed numbers with only an 02, 03, 07 or 08 area code, mobile numbers commencing with only 04xx, calls to all 18xx numbers, standard SMS, MMS, and MessageBank® retrieval and diversion, iPhone MSG Bank Plus and any other calls or messages as determined by us.
- 24.12 Non-standard calls and messages include third party content calls or messages, calls and messages to international numbers in non eligible destinations, international roaming calls and messages, calls or SMS to 19xx or Sensis services, successful and attempted connections to requested numbers through a directory assistance call, 1234 service or Call Connect call, premium SMS and MMS, wake up and reminder calls, information and operator assisted calls, reverse charge calls, Call Answer, Memo, PhonePage, SMS voting, SMS games, PocketNews, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, calls to Pivotel mobiles and any other calls or messages as determined by us.
- 24.13 The terms and conditions for SMS/MMS are set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

What you must pay each month

- 24.14 Each month you must pay us:
- (a) the minimum monthly charge for your JB Hi-Fi Plan;
 - (b) for all usage other than included allowances;

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- (c) for any Extra Data;
- (d) any accessory repayments under any ARO;
- (e) any other value added services; and
- (f) any amounts for usage outside Australia.

Extra Data and conversion to No Excess Data Charging in Australia

- 24.15 When you go over your JB Hi-Fi Plan's Monthly Data Allowance, we'll automatically add data to your Monthly Data Allowance for that month in 1GB blocks at a cost of \$10 per block (**Extra Data**). Extra data will be capped at \$100 per service. If you reach this limit, you can continue to access data at no extra charge. Extra Data is for use in Australia and expires at the end of that billing month.
- 24.16 If you already have, or connect to, a new (from 25 June 2019) Telstra Business Mobile Plan or Telstra Business Data Plan on the same account as your JB Hi-Fi Plan, we will automatically change any JB Hi-Fi Plan on your account to No Excess Data Charging in Australia and remove Extra Data. This means when you exceed your included Monthly Data Allowance, your speeds will be slowed and capped at 1.5Mbps until the end of your bill cycle (not suitable for HD video or high speed applications, and some web pages, video/social media content and some large files may take longer to load), and slowed further in busy periods. If Extra Data has already been charged for that billing period, there will be no refund for that charge.

Shareable Monthly Data Allowance

- 24.17 Each JB Hi-Fi Plan has a shareable monthly data allowance for use within Australia. This is shareable with all Eligible Services on your account, as is Extra Data or No Excess Data Charging in Australia as applicable. The total shared data allowance for your account is the combined monthly data allowance of all Eligible Services on your account. The **Eligible Services** are JB Hi-Fi Business Mobile BYO, JB Hi-Fi Business Mobile Broadband BYO, Business Mobile, Business Data, Business Lease Mobile, Business Mobile Broadband, My Business Mobile Data, My Business Mobile, My Business Mobile Lease, Go Business Mobile and Go Business Mobile Broadband Share Plans.

No International Calls and SMS Allowance (from Australia)

- 24.18 JB Hi-Fi Business Plans do not include any allowance for international calls, SMS or MMS while you are in Australia. If you make any international calls or send international SMS or MMS while you are in Australia (a voice compatible device is required), you can:
- (a) pay standard Pay-as-You-Go (**PAYG**) rates for all international calls or SMS or MMS; or

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- (b) purchase an International Call and SMS Pack for unlimited standard international calls or SMS to eligible countries (you will be charged extra for all non-standard international calls or SMS and all international calls or SMS outside eligible countries).

24.19 See Part B – Our Current and Recent Business Pricing Plans section of the Our Customer Terms for details on the International Calling and SMS Pack and eligible countries, and [Part D - Other Call Types](#) of the Telstra Mobile Section of Our Customer Terms for standard PAYG rates.

International Roaming

24.20 International roaming is automatically activated on Business Mobile Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. [See Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).

International Roaming Day Pass

24.21 JB Hi-Fi Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to [Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).

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

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

Voice calls and SMS

24.23 You cannot remove your SIM from your compatible tablet or mobile broadband device and insert it into a mobile handset for the purposes of accessing data over the Telstra Mobile Network with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible tablet or mobile broadband device to resume data access.

24.24 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet/mobile broadband devices have this functionality.

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FairPlay Policy

24.25 The Business FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to JB Hi-Fi Plans (except the provisions about Excessive Use). In addition to your FairPlay obligations, you must not, or allow any others to, use your service other than for your own personal and business use and may not use your service:

- (a) to resell or commercially exploit any of our mobile services or SIM cards;
- (b) in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider; or
- (c) with handsets or other devices other than those that have been approved by us for use on our networks.

24.26 For the purposes of clause 24.25, this includes (but is not limited to) using your service:

- (a) to re-route call traffic in order to disguise the originating party;
- (b) for the purposes of resale;
- (c) to generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);
- (d) to transit, refile or aggregate domestic or international traffic on Telstra's network;
- (e) as a call collection service and/or for call redirection to call centres, call sinks or mass termination services;
- (f) in such a way that use of the service is automatically generated by a device controlled by software and/or hardware; or
- (g) with devices that switch or reroute calls to or from Telstra's network or any third party without Telstra's consent.

Early termination charges

24.27 You must pay an early termination charge (**ETC**) as reasonably determined by us if, during your minimum term, your JB Hi-Fi Plan is cancelled (other than as a result of our material breach) or you take up a pre-paid, casual or other non-approved plan.

24.28 The amount of any early termination charge payable is equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to

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you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount calculated according to the following formula:

$$\text{monthly fee} \times \text{number of months (or part thereof) remaining in your minimum term} \times 50\%$$

24.29 The Base ETC for your plan is set out in the table below. The **Base ETC** is the maximum payable and decreases over the plan term. Please contact us or your dealer for the amount of ETC payable.

JB Hi-Fi Plan monthly spend	Base ETC (incl. GST)
\$15/mth for 12 months	\$90