

# Important things you should know

Summary of Our Customer Terms  
and Privacy Statement

Learn more



# Let's work together

Your Telstra Business products and services are provided under the conditions described in a document called 'Our Customer Terms' (OCT). Here's a handy summary of what it covers plus our Privacy Statement.

Remember, this is just a summary. Anything you read in here doesn't change or override the full OCT. You can always check the latest OCT in full at [telstra.com.au/customer-terms/business-government](https://telstra.com.au/customer-terms/business-government) or most Telstra stores.

You should also refer to the Critical Information Summary for your plan which provides important information you need to know about your plan, like the length of your contract, how much you need to pay, what's included and what's not.

# Your rights and obligations

## Your rights and obligations

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# Your rights and obligations

## Start by knowing where you stand

Parts of Our Customer Terms (OCT) only apply to either small business customers or corporate customers.

**You're a small business customer** if you don't resell your services and:

1. you're in a business (or a sole trader) and you use your service mainly for business purposes, you didn't get to negotiate the terms of your contract with us, and you spend less than \$20,000 a year with us;
- or**
2. even though you're not actually a business, you mainly use your service for business purposes;
- or**
3. you mainly use your service for personal purposes, but the kind of service you have is usually used for business.

You're a corporate customer if you're a business customer who is not a small business customer.

## We'll keep you updated if things change

From time to time OCT needs to be changed or updated.

If you're a small business customer and a change could have a minor detrimental impact, we'll publish a notice in a national newspaper at least three business days before the change and send you a bill message or other notice about the change within 16 weeks of it happening.

For most other changes, you'll get at least 30 days notice by bill message, letter or email.

If you're a corporate customer, you'll get reasonable notice about any changes that might cause detriment to you by one of the methods above. The amount of notice will depend on the nature of the change.

## If you're thinking about transferring your service

You need our consent before legal responsibility for your service is transferred to someone else. You don't need our consent if you're transferring to another service provider, but if you want to leave us before the end of your minimum term, you'll need to pay the applicable charges set out in OCT.

## Getting connected

We'll do our best to meet your preferred connection date but we can't guarantee it. For basic fixed telephone services, we do need to meet the standards set out in our Customer Service Guarantee (CSG) when we organise a service appointment, a new connection or to fix a fault. If we don't meet a standard, you may be entitled to a payment. You can find more info at [telstra.com.au/csg](http://telstra.com.au/csg)

## Our goods come with certain guarantees

If you're a consumer under the Australian Consumer Law, our goods come with certain guarantees and other rights that can't be excluded by law.

If there's a major failure with our goods, you're entitled to a replacement or refund, and compensation for any other reasonably foreseeable loss or damage. If our goods fail to be of acceptable quality but there's no major failure, you're entitled to have the goods repaired or replaced.

We may also offer additional voluntary warranties for certain goods.

## Your service and your usage

We will provide your service with reasonable care and skill, but due to the nature of telecommunication services, we can't guarantee your service will be continuous or fault free.

You're responsible for any use of your services, even if it's unauthorised. So, if anyone uses your service without permission or hacks into your internet service, for example, you'll still need to pay for the calls or usage. However, if any of your mobile devices are lost or stolen, you won't be charged for any further usage once you let us know what's happened.

We may monitor your service and cancel or suspend it if anything excessive or unusual seems to be happening. However, we don't promise to do this, so you should still safeguard your devices and services.

For small business customers, you can stay in control of your mobile usage with the Telstra 24x7<sup>®</sup> App. It's available on your iPhone and Android phone from [telstra.com/business/app](https://telstra.com/business/app)

## Want to know what goes into your bills?

OCT sets out the charges for your services and specific plans. You'll also find a summary of the main charges in the Critical Information Summary for your plan.

You'll receive a bill from us each month, which will usually only include charges for the relevant billing period, but may sometimes include charges from previous months or in advance.

You can choose to receive a paper, email or online bill, or a braille and/or large print bill. You can find more information about our billing options, including the charges that apply for some billing options, at [telstra.com/business/billing](https://telstra.com/business/billing)

## Paying your bills

Your bill shows the various ways you can pay for your Telstra services. Please ensure we receive your payment by the due date on your bill. If appropriate, please check with your financial institution or payment service provider about payment processing times which may affect when we receive your payment.

If we don't receive payment by the due date on your bill, we may:

- charge you a late payment fee
- refer your unpaid bill to a collection agency, which may impact your credit rating
- suspend or cancel some or all of your services. You'll need to pay a fee to reconnect any suspended or cancelled services.

If you think you'll have trouble ensuring we receive your payment on time, you should call us as soon as possible so we can let you know your options.

## Security for your account

You may be asked for some form of security before we'll provide or continue to provide a service. For example, if we are concerned about your credit rating. This could be a security deposit, a bank guarantee, or an advance payment.

You don't have to provide the security we ask for, but we can refuse to provide your service if you don't. You'll get your security back (less any outstanding charges) if you cancel all of your services with us.

## Cancelling or suspending your service and other charges

You can suspend or cancel a service by contacting us. You may need to provide 30 days' notice and put your request in writing. If your agreement has a minimum term, there may also be a fee for cancelling early which will be set out in OCT and your Critical Information Summary. If you decide to cancel a service before we've started providing it, you may have to pay any costs we've incurred.

We may suspend or cancel your service for a number of reasons – including in an emergency, if we need to work on the network, if we're legally required to, or if you're in material breach of OCT or any other agreement you have with us. We can also cancel a service by giving you at least 30 days' notice.

However, if you're a small business customer and you're still within your minimum term, we will offer to move you to a similar service or another service for the rest of your contract term and take reasonable steps to offset any negative impact the cancellation may have on you.

If your service is cancelled or suspended, you may still need to pay any outstanding charges and early cancellation charges.

If one of our suppliers raises its prices in the future, this may result in the cost of your service increasing. We will let you know before this happens.

## Our liability to you

If you're a small business customer, we'll accept liability to you if our breach of contract or negligence causes personal injury, damage to your property or reasonable costs to you (limited to what you've paid us for the last 12 months).

If you're a corporate customer, we'll accept liability to you if our negligence or breach of contract causes personal injury or damage to your property. Also, if any terms are implied into OCT by law that can't be excluded and we breach them, we accept liability for the breach.

## Your liability to us

You can be liable for breach of contract or negligence under the principles applied by the courts.

If you are a corporate customer, subject to your rights under consumer protection laws which can't be excluded, you must indemnify us against (and must pay for):

- loss or damage we suffer through you using your service or equipment; and
- costs (including legal costs) that result from you breaching OCT.

## We're here to help

If you have questions about your bill, technical support service or connection call Telstra on 13 2000 or 1800 808 981 (TTY).

## Faults

Call our 24 hour help desk on 13 2999.

## Complaints or disputes

If you need to make a complaint you can:

- call 13 2000 and say “complaint”
- visit [telstra.com/business/complaints](https://telstra.com/business/complaints)

If we can't resolve your complaint to your satisfaction, you can contact the Telecommunications Industry Ombudsman by phone on 1800 062 058.

For full contact information go online at [tio.com.au/about-us/contact-us](https://tio.com.au/about-us/contact-us)

The Office of Fair Trading (or similar) in your State or Territory may also investigate complaints.

For information on how we handle your personal information, refer to our Privacy Statement as set out in this brochure, or

- view our Privacy Statement online at [telstra.com/privacy](https://telstra.com/privacy); or
- call 1800 039 059 between 9am and 5pm, Monday to Friday.

## We speak your language

You can talk to us in your own language, if that's easier. Just call your preferred number below between 9am and 5pm (AEST), Monday to Friday. Numbers marked with a † are open 9am to 9pm (AEST) Monday to Friday.

Arabic	Freecall™ 1800 726 001
Cantonese	Freecall™ 1800 677 008†
Greek	Freecall™ 1800 189 129
Indonesian	Freecall™ 1800 429 432
Italian	Freecall™ 1800 649 013
Korean	Freecall™ 1800 773 421
Mandarin	Freecall™ 1800 678 876†
Spanish	Freecall™ 1800 726 002
Vietnamese	Freecall™ 1800 644 50

# Privacy at Telstra

## Our Privacy Commitment

Privacy matters to us and we know it matters to you.

We provide a wide range of products and services and to do this we need to collect, store, use and disclose a wide spectrum of information.

But don't worry. We are committed to protecting your privacy, keeping your information safe and ensuring the security of your data.

## Our Privacy Statement

Our Privacy Statement explains how we collect, use and protect your information. It applies to all the businesses in the Telstra Group including Telstra Corporation Limited. It extends to both our control and processing of personal information. It also incorporates our Credit Reporting Statement.

This current policy came into effect at 1 June 2017. We may need to update it over time but if we do, we'll post the updated version on our website ([www.telstra.com.au/privacy](http://www.telstra.com.au/privacy)).

## What information do we collect?

The types of information we collect depends on how you use our products and services as well as the relationship we have with you as a customer.

This can include straightforward information like your name, date of birth, contact details (including address, email address, phone number or mobile telephone number),

occupation, driver's licence number, Telstra PIN, username or password and financial information (such as credit card or bank account numbers).

We may also collect more in-depth information including:

- **Billing and Credit Information** related to your financial relationship with us, such as your payment history, your credit history, and your service history. For more details, see the section on Credit Reporting below.
- **Information about your products and services including** device-specific information such as your hardware model, operating system version, unique device identifiers, device status, serial numbers, settings, configuration and software and mobile network information.
- **Information about how you use your products and services such as:**
  - Your network usage including time and duration of your communications as well as about the operation of the equipment, services and applications you use on our networks
  - How you use our internet services, such as information about websites visited
  - Your location when you are using our products and services
  - Information that allows us to identify you for verification purposes including biometric information like your fingerprints and voice patterns
- **Technical Information about your products and services including** details about our network performance including information about how you use our networks.

Sensitive information includes information about a person's race, ethnic origin, political opinions, health, religious or philosophical beliefs and criminal history. We may collect some forms of Sensitive Information. For example we may collect limited health information to provide priority assistance services or a Centrelink customer reference number to provide you with a pensioner discount. We are subject to strict requirements in relation to sensitive information including to only collect and use sensitive information with consent or otherwise in accordance with applicable law such as the Privacy Act 1988.

You might also need to provide personal information about other individuals to us (e.g. about your authorised representatives). If so, we rely on you to have informed those individuals that you are giving their personal information to us and to have advised them about this statement.

### How do we collect your information?

There are three ways that we can collect your information.

1. **You give it to us** when you or your representatives interact with either us or one of our trusted partners. This might happen when you're setting up an account with us or using one of our products or services.
2. **We collect information** when you use our networks, products and services including our call centres and online services. For example, we may use network tools to collect your call records, collect wireless device locations from our networks and your devices or use cookies and other technologies to identify your unique web browser.

3. **We obtain information from outside sources** like credit reports, marketing mailing lists, and public information, (including public posts to social networking sites) and commercially available geographic and demographic information. This can also include information gained from our partners if you've interacted with them. These partners include our business and commercial partners, credit reporting bodies and wholesale and other customers.

We understand that you might not want to give us particular information about you. Just know that it may lead to us not being able to provide you with the products or services you need, or the level of service on which we pride ourselves.

### How do we keep your information?

We may store your information in hard copy or electronic format, and keep it in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

We use a combination of technical solutions, security controls and internal processes to help us protect your information and our network from unauthorised access and disclosure.

### How do we use your information?

We may use and disclose the information for a wide range of purposes including:

**Administration** – Your information helps us to properly manage the products and services we provide to you and to maintain and update our records. For example, we need to be able to verify your identity to detect, prevent and address fraud, security or technical issues. We also use your information for charging and billing.

**Communication** – We need to be able to communicate with you in order to provide you with our products and services. We might do this on different types of mediums such as email, SMS, social media, search engines and web pages you may visit. This helps us enhance your experience with our products and services.

**Improvement** – We're constantly working to not only maintain and improve our products and services but to develop new ones. We use information we hold to help us do this in a number of ways. For example to monitor network use, quality and performance, and to operate, maintain, develop, test and upgrade our systems and infrastructure. We may also combine information from one service with information from one of our partners' services.

**Development and Analysis** – It's important we understand your information and communication needs. One of the ways we do this is through using analysis business intelligence techniques. This gives us high level insights into things like usage patterns, network performance, demographic trends and other types of behavioural data. In many cases this information is aggregated and de-identified when analysed. We may share these anonymised insights with select partners. In some cases we may create insights with your information on an identified basis but in those cases we would need to do so with your consent or otherwise comply with privacy laws.

**Direct Marketing** – We want to make sure that you know about all our products, services and special offers that are relevant and are of interest to you. So sometimes we may use the information we hold to market and promote them directly to you. This may also include products, services and offers provided by one of our trusted partners. In some cases this marketing activity can continue after you've stopped using our products or services. and until you opt-out.

You can stop us using your information for direct marketing by calling us on 1800 039 059 or updating your preference by logging into your 'My Account' online.

**Compliance** – There are a number of circumstances where we are required or authorised by law to collect, use or disclose information. These include:

- As required or authorised by legislation (for example under the Telecommunications Act 1997 (Cth) and the Telecommunications (Interception and Access) Act 1979 (Cth) including the data retention provisions).
- To produce and distribute an alphabetical public number directory (known as the White Pages) in compliance with our Carrier Licence Conditions.
- As required by or in accordance with any industry code or industry standard registered under the Telecommunications Act 1997 (Cth).
- When we need to undertake identity checks for pre-paid public mobile telecommunications services under the Telecommunications (Service Provider — Identity Checks for Prepaid Mobile Carriage Services) Determination 2013.

## When do we share your information?

We may share your information with third parties who provide services to us, including organisations and contractors that assist us with providing our products and services. These services include:

- customer enquiries and support services
- installation, maintenance and repair services
- mailing operations, billing and debt-recovery functions
- information technology and network services
- market research, marketing, telemarketing and door-knocking services
- development, analysis and business

We may also disclose your information to:

- your authorised representatives or advisers, or when you ask us to do so
- credit-reporting bodies (for more information see the Credit Reporting section below) and fraud-checking agencies for identity checking and credit related purposes such as credit-worthiness, credit rating, default listing, credit provision and financing.

These include:

- Veda Advantage Information Services and Solutions Limited
- Dun and Bradstreet (Australia) Pty Ltd
- Experian Australia Credit Services Pty Ltd
- our dealers, our related entities or our business or commercial partners and other businesses we work with
- other telecommunication and information service providers or to our wholesale and other customers from or through whom you may acquire products or services
- the manager of the Integrated Public Number Database (IPND), and other organisations as required or authorised by law (please see [acma.gov.au](http://acma.gov.au) for more information)
- the Government's National Document Verification Service, to verify the validity of any Government issued documentation you provide as proof of identity ie: to check a Drivers Licence, Medicare, Passport etc.
- law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law
- third parties who assist us in managing or developing our business and corporate strategies and functions, including our corporate risk or funding functions
- our contractor, Sensis, to enable us to meet our Carrier Licence Conditions to produce and distribute an alphabetical public number directory (known as the White Pages). Note, if you have requested a silent line number your number won't be published in the White Pages

- third parties as required by or in accordance with any industry code or industry standard registered under the Telecommunication Act 1997 (Cth)
- government agencies for purposes associated with connecting new services to the National Broadband Network
- and for the purposes of facilitating or implementing a transfer/sale of all or part of our assets or business.

In some cases, the organisations that we may disclose your information to may be based outside Australia. For example, we may share your information with our third parties in Canada, Chile, China, Hong Kong, countries within the European Union, India, Japan, Malaysia, New Zealand, Philippines, Russia, Singapore, South Africa, South Korea, Sri Lanka, Taiwan and the United States of America.

## Credit Reporting

Sometimes, such as when we're checking your credit worthiness or assessing your credit situation, we might collect information from or give information to credit reporting bodies. This information can include:

- identification information
- details about information requests made about you to credit reporting bodies
- current and historical details about credit applications you have made and credit arrangements you have entered into
- information about overdue payments, default listings and about serious credit infringements and information about payments or subsequent arrangements in relation to either of these
- various publicly available information like bankruptcy and credit-related court judgements; and
- credit scores or risk assessments indicating an assessment of your credit worthiness.

This information relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data that we receive from a credit reporting body. Sometimes we may collect this information about you from other credit providers.

We may disclose your credit information to credit reporting bodies. They in turn may include it in credit reporting information they provide to other credit providers to assist them to assess your credit worthiness.

We may use or disclose such information for purposes such as:

- processing credit-related applications and managing credit that we provide
- assisting you to avoid defaults
- collecting amounts you may owe us in relation to such credit and dealing with serious credit infringements
- assigning our debts
- participating in the credit reporting system
- dealing with complaints or regulatory matters relating to credit or credit reporting
- when required or authorised by another law.

You have the right to request credit reporting bodies not to:

- use your credit eligibility information to determine your eligibility to receive direct marketing from credit providers; and
- use or disclose your credit eligibility information if you have been or are likely to be a victim of fraud.

## How you can access or correct your personal information

To ensure that we're able to provide you with the best products and services possible, it's important that you make sure the personal information we hold for you is accurate, up-to-date and complete. If any of your details change you can contact us using the contact details below (find them in the how to contact us section) so that we can consider and respond to your request. There is no charge to submit a request or to correct information, however we may apply an administrative charge for providing access to your personal information on request.

## How you can make a privacy complaint

You can also use our contact details to notify us of any privacy complaint you have against us. We are committed to acknowledging your complaint in a prompt manner and will give you an estimated timeframe for when we will respond to your complaint.

If your complaint is in relation to a credit reporting issue we will acknowledge your complaint in writing as soon as practicable within 7 days. We'll aim to investigate and resolve your complaint within 30 days of receiving it. If we need more time, we will notify you about the reasons for the delay and indicate a new estimate time frame. We may need to consult with a credit reporting body or another credit provider to investigate your complaint.

While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator such as the Australian Information Commissioner ([oaic.gov.au](http://oaic.gov.au)) or the Telecommunications Industry Ombudsman ([tio.com.au](http://tio.com.au)).

## How to contact us

If you have any questions in relation to this Privacy Statement, our management of your information or you would like a copy of this statement sent to you, please call us on 1800 039 059 or email us at [privacy@online.telstra.com.au](mailto:privacy@online.telstra.com.au).

If you'd like this statement on CD or in Braille please call Telstra's Disability Enquiry Hotline on 1800 068 424. The office hours are Monday-Friday 8 am-5 pm EST. You can also download a pdf copy of this statement on our website, at [telstra.com.au/privacy](http://telstra.com.au/privacy).

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