

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

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### Part G – Data Services

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

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#### 1 About this Part

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

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

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

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#### 2 General Conditions 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”);

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- (b) BigPond Mobile Services (previously known as Telstra Active or WAP);
- (c) Circuit switched data access;
- (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.

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2.10 You will only be able to access content using our networks if you meet all necessary preconditions 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.

#### **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

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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.

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

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## **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

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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¢	<b>22¢</b>

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

When calculating data volumes:

- where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- 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	<b>\$5.00</b>	0.25MB	1.81¢	<b>2.00¢</b>

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\$13.63	<b>\$15.00</b>	1MB	1.36¢	<b>1.50¢</b>
\$22.72	<b>\$25.00</b>	2MB	1.136¢	<b>1.25¢</b>
\$50.00	<b>\$55.00</b>	5MB	1.00¢	<b>1.10¢</b>
\$77.27	<b>\$85.00</b>	10MB	0.7272¢	<b>0.80¢</b>

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.

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	<b>\$5.00</b>	0.5MB	1.09¢	<b>1.20¢</b>
\$9.09	<b>\$10.00</b>	1.0MB	0.909¢	<b>1.00¢</b>
\$36.36	<b>\$40.00</b>	6MB	0.60¢	<b>0.66¢</b>
\$63.64	<b>\$70.00</b>	13MB	0.50¢	<b>0.55¢</b>

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\$90.90	<b>\$100.00</b>	20MB	0.4545¢	<b>0.50¢</b>
\$136.36	<b>\$150.00</b>	32MB	0.409¢	<b>0.45¢</b>

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¢

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

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\$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.

<b>PAYG pricing option</b>	any charges
<b>Monthly Subscription pricing option</b>	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
<b>Monthly Data Bundles</b>	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
<b>Corporate Mobile Data Bundles - GPRS</b>	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 21.1 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 21.1 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:

**Part G – Data Services**

<b>GPRS PAYG option – post-3 November</b>	<b>GST excl.</b>	<b>GST incl.</b>
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)**

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- 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.

#### **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**

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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	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

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- 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 - Nonshareable	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

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Business Mobile Data packs – Shareable / Business Mobile Data packs - Nonshareable	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

\$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 - Nonshareable	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

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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

- 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.

#### 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	<b>\$5.00</b>	250MB	\$0.027 per MB	\$0.03 per MB
Data Pack - \$15	\$13.64	<b>\$15.00</b>	1GB		
Data Pack - \$30	\$27.27	<b>\$30.00</b>	3GB		
Data Pack - \$60	\$54.54	<b>\$60.00</b>	6GB		
Data Pack - \$100	\$90.91	<b>\$100.00</b>	10GB		
Data Pack - \$150	\$136.36	<b>\$150.00</b>	15GB		
Data Pack - \$250	\$227.27	<b>\$250.00</b>	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	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance
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# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

	<b>GST excl</b>	<b>GST incl</b>	<b>4G, 3G, HSDPA or GPRS data usage</b>	<b>GST excl</b>	<b>GST incl</b>
Data Pack - \$5	\$4.55	<b>\$5.00</b>	250MB	\$0.091 per MB	\$0.10 per MB
Data Pack - \$15	\$13.64	<b>\$15.00</b>	1GB		
Data Pack - \$30	\$27.27	<b>\$30.00</b>	3GB		

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

<b>3G and Next G browsing pack</b>	<b>Monthly browsing pack amount</b>		<b>Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)</b>	<b>Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance</b>	
	<b>GST excl</b>	<b>GST incl</b>		<b>GST excl</b>	<b>GST incl</b>

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

\$5 Pack	\$4.55	<b>\$5.00</b>	30MB	22.72¢ per MB	<b>25¢ per MB</b>
\$10 Pack	\$9.09	<b>\$10.00</b>	1GB	22.72¢ per MB	<b>25¢ per MB</b>
\$20 Pack	\$18.18	<b>\$20.00</b>	2GB	22.72¢ per MB	<b>25¢ per MB</b>
\$29 Pack	\$26.36	<b>\$29.00</b>	3GB	13.63 ¢ per MB	<b>15¢ per MB</b>
\$39 Pack	\$35.45	<b>\$39.00</b>	5GB	9.09¢ per MB	<b>10¢ per MB</b>
\$69 Pack	\$62.73	<b>\$69.00</b>	12GB	4.55¢ per MB	<b>5¢ per MB</b>

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

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	<b>\$5.00</b>	30MB	22.72¢ per MB	<b>25¢ per MB</b>
\$10 Pack	\$9.09	<b>\$10.00</b>	200MB	22.72¢ per MB	<b>25¢ per MB</b>
\$20 Pack	\$18.18	<b>\$20.00</b>	500MB	22.72¢ per MB	<b>25¢ per MB</b>
\$39 Pack	\$35.45	<b>\$39.00</b>	1GB	22.72¢ per MB	<b>25¢ per MB</b>
\$49 Pack	\$44.55	<b>\$49.00</b>	3GB	13.64¢ per MB	<b>15¢ per MB</b>
\$79 Pack	\$71.81	<b>\$79.00</b>	6GB	9.09¢ per MB	<b>10¢ per MB</b>

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

\$99 Pack	\$90.00	<b>\$99.00</b>	9GB	4.55¢ per MB	<b>5¢ per MB</b>
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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	<b>\$5.00</b>	5MB	90.9¢ per MB	<b>\$1 per MB</b>
\$10 Pack	\$9.09	<b>\$10.00</b>	150MB	45.4¢ per MB	<b>\$0.50 per MB</b>
\$29 Pack	\$26.36	<b>\$29.00</b>	300MB	22.72¢ per MB	<b>\$0.25 per MB</b>
\$59 Pack	\$53.64	<b>\$59.00</b>	1GB	22.72¢ per MB	<b>25¢ per MB</b>
\$89 Pack	\$80.91	<b>\$89.00</b>	5GB	22.72¢ per MB	<b>25¢ per MB</b>
\$119 Pack	\$108.18	<b>\$119.00</b>	9GB	22.72¢ per MB	<b>25¢ per MB</b>

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

3G and Next G	Monthly browsing pack amount	Included monthly data allowance for 3G,	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance
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# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

browsing pack	GST		HSDPA or GPRS data usage (calculated per KB)	GST	
	excl	incl		excl	incl
\$5 Pack	\$4.54	<b>\$5.00</b>	5MB	90.9¢ per MB	<b>\$1 per MB</b>
\$10 Pack	\$9.09	<b>\$10.00</b>	150MB	45.4¢ per MB	<b>\$0.50 per MB</b>
\$29 Pack	\$26.36	<b>\$29.00</b>	300MB	22.72¢ per MB	<b>\$0.25 per MB</b>
\$59 Pack	\$53.64	<b>\$59.00</b>	200MB	22.72¢ per MB	<b>25¢ per MB</b>
\$89 Pack	\$80.91	<b>\$89.00</b>	1GB	22.72¢ per MB	<b>25¢ per MB</b>
\$119 Pack	\$108.18	<b>\$119.00</b>	3GB	22.72¢ per MB	<b>25¢ per MB</b>

#### 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	<b>\$5.00</b>	1MB	0.45¢ per KB	<b>0.5¢ per KB</b>
\$8 Pack	\$7.27	<b>\$8.00</b>	3MB	0.24¢ per KB	<b>0.26¢ per KB</b>
\$16 Pack	\$14.54	<b>\$16.00</b>	10MB	0.182¢ per KB	<b>0.2¢ per KB</b>

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### Part G – Data Services

\$29 Pack	\$26.36	<b>\$29.00</b>	70MB	0.182¢ per KB	<b>0.2¢ per KB</b>
\$59 Pack	\$53.64	<b>\$59.00</b>	200MB	0.02273¢ per KB	<b>0.025¢ per KB</b>

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	<b>\$89.00</b>	500MB	0.02273¢ per KB	<b>0.025¢ per KB</b>
\$119 Pack	\$108.18	<b>\$119.00</b>	1000MB	0.02273¢ per KB	<b>0.025¢ per KB</b>
\$179 Pack	\$162.73	<b>\$179.00</b>	2000MB	0.02273¢ per KB	<b>0.025¢ per KB</b>

#### 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	<b>\$5.00</b>	1MB	0.45¢ per KB	<b>0.5¢ per KB</b>
\$8 Pack	\$7.27	<b>\$8.00</b>	3MB	0.24¢ per KB	<b>0.26¢ per KB</b>

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\$29 Pack	\$26.36	<b>\$29.00</b>	70MB	\$1.86 per MB	<b>\$2.05 per MB</b>
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#### 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	<b>\$5.00</b>	1MB	0.45¢	<b>0.5¢</b>
\$10 Pack	\$9.09	<b>\$10.00</b>	3MB	0.27¢	<b>0.3¢</b>

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	<b>\$15.00</b>	6MB	0.23¢	<b>0.25¢</b>

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.

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## Telstra Mobiles Section

### Part G – Data Services

- 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:
- (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.

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## Telstra Mobiles Section

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- 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.
- 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.

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## Telstra Mobiles Section

### Part G – Data Services

- 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 BigPond Mobile Services and Telstra Business Mobile Portal

### What is it?

- 5.1 BigPond Mobile Services (also known as the Telstra Business Mobile Portal for business customers and previously known as Active or WAP) gives you access to a range of Internet information specially formatted for display on a compatible handset. Information downloaded using BigPond Mobile Services will generally be presented as text with graphics of varying quality depending on the handset model. If you have a 3G or Next G handset approved by us you will also be able to access enhanced 3G or Next G BigPond Mobile Services content services such as video and audio content.

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### Part G – Data Services

- 5.2 BigPond Mobile Services is not available from an i-mode handset or device.
- 5.3 You may access BigPond Mobile Services using GPRS, 3G or HSDPA . You cannot access BigPond Mobile Services using circuit switched data capabilities.
- 5.4 Each time you use BigPond Mobile Services, a unique subscriber number is sent to all content sites you visit. This number is not the same as your phone number and does not identify you. However, if you provide personal information to a content provider, they may relate that personal information to your subscriber number. We may also forward your phone number to some content providers who provide their services on behalf of Telstra. This is in the interests of content or application ease of use and flexibility.

#### **Charges - for post or pre-paid services**

- 5.5 The charges that apply for accessing BigPond Mobile Services depend on your method of access:
- (a) if you access BigPond Mobile Services via GPRS (post-paid or pre-paid) and you are a GSM subscriber, refer to section 3 above;
  - (b) if you access BigPond Mobile Services via 3G, HSDPA or GPRS and you are a 3G or Next G subscriber, refer to section 4 above; and

#### ***When will I be charged data usage and content charges?***

- 5.6 If you use BigPond Mobile Services, you will be charged:
- (a) data usage charges for browsing, downloading, playing and in some cases, using the content on the Web tab (including when accessing other sites from the Web tab);
  - (b) accessing third party sites from the Home or My tabs (in Australia, Next G or 3G customers will not be charged usage for downloading content within the Home or My tabs but advertisements that sit on sites you browse will count towards your usage);
  - (c) any content/subscription charges you agree to pay to access certain BigPond Mobile Services content on the Home or My tabs (including those set out in Part H of the Telstra Mobiles Section of Our Customer Terms);

### Part G – Data Services

- (d) data usage charges for receiving passive push notifications, which are downloaded (for example, from websites or services you have subscribed to) by your handset or device with or without your prior permission

5.7 If data charges apply, when you access BigPond Mobile Services using 3G, HSDPA or GPRS capabilities, your data usage will be charged per kilobyte of information you send, browse or download.

5.8 Content subscription charges are not eligible for account level discounts.

5.9 You can access BigPond Mobile Services using 3G, HSDPA or GPRS capabilities on a pay-as-you-go basis or with a monthly data pack.

#### **Premium content**

5.10 Some BigPond Mobile Services content is identified as premium content. If you wish to access premium content, you will be charged an additional amount which we will tell you before you access it.

#### **BigPond Mobile Services Content – Send as SMS feature**

5.11 Some BigPond Mobile Services content may be sent as a text message from you to another compatible handset via SMS. This feature is known as “Send as SMS”. You will be charged an additional amount to use the “Send as SMS” feature, which we will tell you before you send the text message.

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## **6 Java applications**

### **What are Java applications?**

6.1 If you have a compatible Java device, you can download Java applications, including games and other data services.

### **Availability**

6.2 You can only access Java applications if you are a post-paid or pre-paid GSM, 3G or Next G customer with a compatible handset.

### **Handsets and devices**

6.3 You can only use a handset or device which we approve as being suitable to access the BigPond Mobile Services (previously known as Telstra Active or WAP) and download and use Java applications.

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### Part G – Data Services

#### **Application charges**

- 6.4 An application charge may apply each time you download a Java application. Before you download the Java application, we will tell you (on your device) about the charge and whether it is for buying or hiring the application for 30 days.
- 6.5 The charge applies when you order the Java application, whether or not you download it to your device. You must download the Java application within five days from when you buy or hire it.

#### **BigPond Mobile Services (previously known as Telstra Active or WAP) data usage charges**

- 6.6 We charge you standard BigPond Mobile Services charges for downloading and using Java applications. We will not tell you of these charges on your device.
- 6.7 The following charges apply, depending on how you access Java Applications:
- (a) if you access Java Applications via GPRS (post-paid or pre-paid) and you are a GSM subscriber, refer to section 3 above;
  - (b) if you access Java Applications via 3G, HSDPA or GPRS and you are a 3G or Next G subscriber, refer to section 4 above; and

#### **Interrupted downloads**

- 6.8 If the download of a Java application is interrupted for any reason we consider reasonable, we will not charge you for the cost of that Java application.

#### **Changing your device**

- 6.9 If you buy a new device after downloading Java applications, you may need to purchase them again.

#### **Limited memory on your device**

- 6.10 Your mobile device has a limited amount of memory to store Java applications. The amount of available memory will depend on your device.

#### **Deleting applications**

- 6.11 If you delete a Java application that you have downloaded, it will be permanently removed from your device. You will not be reimbursed for any period of time during

**Part G – Data Services**

which the application has been paid for but not used. If you want to download that application again, Java application charges and BigPond Mobile Services charges will apply.

**Marketing materials**

- 6.12 You may be sent marketing materials relating to Java applications by us as well as by other people, via SMS, e-mail and other methods.

**7 Circuit switched data access**

**What is Circuit switched data access?**

- 7.1 Circuit switched data access allows you to access certain data services accessible via circuit switched capabilities with a compatible mobile phone.
- 7.2 Circuit switched data capabilities cannot be used to access the mobile Internet or BigPond Mobile Services.

**Charges – post-paid services**

- 7.3 We charge you the following charges if you use Circuit switched data capabilities via our mobile networks.

<b>Charges for Circuit switched data access accessed via our mobile networks</b>	<b>GST excl.</b>	<b>GST incl.</b>
<b>Peak period national calls (7.00am-7.00pm, Mon-Fri)</b>		
On connection	20¢	<b>22¢</b>
Each second	0.5¢	<b>0.55¢</b>
<b>Off peak period national (all other times)</b>		
On connection	20¢	<b>22¢</b>
Each second	0.25¢	<b>0.275¢</b>

**Charges – pre-paid services**

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### Part G – Data Services

- 7.4 We charge you the following charges if you use Circuit switched data capabilities via the GSM networks:

<b>Charges for Circuit switched data capabilities accessed via GSM networks</b>	<b>GST excl.</b>	<b>GST incl.</b>
Peak period national calls (7.00am-7.00pm, Mon-Fri)		
On connection	20¢	<b>22¢</b>
Each second	0.5¢	<b>0.55¢</b>
Off peak period national (all other times)		
On connection	20¢	<b>22¢</b>
Each second	0.25¢	<b>0.275¢</b>

## 8 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](http://tel.st/3g)

### What is the USSD service?

- 8.1 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.
- 8.2 The USSD service is accessed by dialling an allocated telephone number that either:
- accesses specific content assigned to that number; or
  - generates a text based menu on your device, from which you can select particular content.
- 8.3 The allocated telephone numbers to use the USSD service are in the format #number# (for example, #100# for general content).

### Part G – Data Services

#### **Charges**

- 8.4 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.
- 8.5 The charges for content available via the service are indicated on the menu screens.

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## **9 NOT USED**

## **10 BlackBerry Individual Solution**

### **What is the BlackBerry Individual Solution?**

- 10.1 Our BlackBerry Individual Solution (“**BIS**”) allows eligible customers with a properly configured BlackBerry compatible handset (“**Handset**”) to send and receive e-mail over the internet, browse the internet using the BlackBerry HTML browser and to use our compatible networks for voice calls, text messages and BigPond Mobile Services (previously known as Telstra Active or WAP).

### **Availability**

- 10.2 You can only use the BIS service if you:
- (a) buy an eligible Handset for each intended user of the service, either under a Mobile Repayment Option (“**MRO**”) (for approved customers), a BIS MRO (for approved customers), a subsidised phone plan (for selected Handsets only) or purchased outright;
  - (b) set-up BlackBerry Web Client (internet) to redirect e-mails from your e-mail account to your Handset and vice versa; and
  - (c) connect (and stay connected to) the BlackBerry Voice Plan or an eligible postpaid Telstra mobile plan.

On and from 1 November 2011, BIS is not available under a MRO or a BIS MRO or for connections with a BlackBerry Voice Plan.

### **Handsets**

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### Part G – Data Services

- 10.3 Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for BIS. The BlackBerry 10 handset is not a compatible BlackBerry handset for BIS.

#### **Eligible e-mail addresses**

- 10.4 You may redirect e-mail from a web-based e-mail address, a POP e-mail address (like Hotmail or Yahoo), or another e-mail address using any other form of protocol approved by us and listed on the telstra.com website.
- 10.5 To do this, you need a BlackBerry Handset and BlackBerry plan and then you can set up email either via your PC or directly from your Handset by entering email address and password for up to 10 email accounts.

#### **BlackBerry Web Client**

- 10.6 BlackBerry Web Client is a part of the BIS service which allows you to view e-mail attachments. On most Handsets you can open your e-mail attachments using BlackBerry Web Client. E-mail sent via BlackBerry Web Client will not be encrypted. Specific functionality can vary depending on the particular Handset and network selected.
- 10.7 BlackBerry Web Client operates over the internet and works even if your PC is not switched on. You do not need to buy any software to use BlackBerry Web Client.
- 10.8 You may still be able to use your Handset for voice calls, text messages and BigPond Mobile Services (previously known as Telstra Active or WAP) over our compatible networks if you do not set-up BlackBerry Web Client.
- 10.9 There are additional licence terms which apply to your use of BlackBerry Web Client. These terms are described in more detail under “Additional Blackberry Terms” in this section. If you do not accept these licence terms, you will have 10 days from when you sign the application form to call us and cancel your BIS service.

#### **Contract Term**

#### **BlackBerry Individual Solution plan charges – For contract terms that expire on and after 18 October 2008**

- 10.10 If you select a 24 month BIS plan, at the end of your 24 month plan contract term:
- (a) your e-mail service will revert to a casual email plan and thereafter you will be charged a monthly email fee the same as that paid during the contract term, unless you recontract to a then available BIS fixed term plan; and

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- (b) you will remain on the same Telstra mobile plan or BlackBerry Voice Plan you selected as part of your 24 month BIS plan.

10.11 During your 24 month BIS plan:

- (a) Subject to the terms of any applicable promotional offer, if you are connected to a 24 month BIS plan, you may:
- move to another then available 24 month BIS plan within your existing 24 month plan contract and an early termination charge will not apply; or
  - move to a BIS month to month plan and an early termination charge will not apply provided you stay connected to the Telstra mobile plan or BlackBerry Voice Plan connected to your Handset for the remainder of your original 24 month BIS plan contract term.
- (b) If you move to a 24 month BIS plan, you will be required to restart your 24 month contract term.

10.12 If your selected BIS 24 month plan is no longer available to new customers, we may transfer your plan to any other current plan which is reasonably comparable. We will tell you before this happens.

10.13 On and from 26 March 2013, 24 month BIS Plans are only available with a bring your own compatible BlackBerry handset.

#### **Cancelling the service**

10.14 You may cancel your BIS plan or BlackBerry Voice Plan or other eligible Telstra mobile plan connected to your Handset at any time. However, if you selected a 24 month BIS plan you must pay us any applicable early termination charge per plan cancelled (other than as a result of our material breach) in accordance with the terms governing that plan, as reasonably determined by us and the early termination charges set out under your Telstra mobile plan (and the balance of the Mobile Repayment Amount outstanding, if applicable) may become payable if you cancel your Telstra mobile plan.

10.15 If you do cancel your BIS service or Telstra mobile plan (other than as a result of our material breach), we will not refund or waive any of the charges already paid or incurred by you (including the BlackBerry plan monthly fee for the month in which you cancel your plan).

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10.16 If you cancel your BlackBerry Voice Plan or other eligible Telstra mobile plan and do not move your Handset to another one of these mobile plans, your associated BIS e-mail for that Handset will also be cancelled.

#### **BlackBerry Individual Solution plan charges – For services connected on and from 28 March 2012**

10.17 For services connected on and from 28 March 2012, the monthly fee for your BIS plan is as set out below, subject to the terms of any applicable promotional offer. This monthly fee lets you send and receive an unlimited number of e-mails to and from your Handset in Australia (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing within Australia via the BlackBerry browser. Additional charges apply for your Handset, Telstra mobile plan, voice and data usage (including charges for text messages), BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry Browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

<b>BIS monthly fee</b>	<b>GST excl</b>	<b>GST incl</b>
Month to Month Plan - monthly fee	\$9.09	<b>\$10.00</b>

10.18 Unless you have an existing agreement with us to purchase a BIS Month to Month Plan entered into before 26 March 2013, on and from 26 March 2013, BIS Month to Month Plans are only available with a bring your own compatible BlackBerry handset.

10.19 If you have an existing agreement with us to purchase a BIS Month to Month Plan entered into before 26 March 2013, on and from 1 July 2013 the BIS Month to Month Plan are only available with a bring your own compatible BlackBerry handset.

#### **Additional BlackBerry terms**

10.20 The following terms also apply to your use of the Handset and BlackBerry Web Client to send or receive e-mail:

- (a) if applicable to your Handset, Research in Motion Limited's ("**RIM**") standard terms and conditions associated with RIM handsets; and
- (b) the terms of RIM's standard BlackBerry Web Client and BIS software licence as advised to you by RIM.

10.21 Parts of the BIS service use the internet and an overseas mobile network that we do not own (but which is operated by RIM).

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#### Using your Handset overseas

- 10.22 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.
- 10.23 You may only use the Handset in, or send or take it to, other countries approved by us for your network. We will provide a list of approved countries for Handsets on the telstra.com website. We may update this list from time to time.

#### Password protection

- 10.24 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.

#### BlackBerry App World Carrier Billing

- 10.25 As part of providing the BIS service 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”).
- 10.26 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.
- 10.27 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.
- 10.28 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

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App World or the developer of that application. We are not responsible for setting the price of any applications.

- 10.29 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 Handset.
- 10.30 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.
- 10.31 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 Handset.
- 10.32 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.
- 10.33 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.
- 10.34 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.
- 10.35 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>.
- 10.36 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.

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- 10.37 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.
- 10.38 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.
- 10.39 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.
- 10.40 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 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

- 10.41 You must use your Handset, our services and our networks in accordance with our Acceptable Use Policy available [www.telstra.com](http://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.

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## 11 BlackBerry Enterprise Server Solution

### What is the BlackBerry Enterprise Server Solution?

- 11.1 Our BlackBerry Enterprise Server (“BES”) Solution allows eligible customers with one or more properly configured BlackBerry compatible handsets (“handsets”) and BES

software to send and receive e-mail wirelessly and to use our compatible networks for voice calls, SMS and BigPond Mobile Services (previously known as Telstra Active or WAP).

#### Availability

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- 11.2 We supply BES Solutions for business purposes and you must use the BES Solution predominantly for business purposes.
- 11.3 You can only use the BES Solution if you:
- (a) have a handset for each intended user of the service;
  - (b) buy the BES software (sold separately), together with a client access licence (also sold separately) for each intended user of the service. The BES software redirects e-mail from an e-mail account to a handset and vice versa;
  - (c) connect to one of the BES Email Plans or BES Data Plan as described below; and
  - (d) connect (and stay connected) to the BlackBerry Voice Plan or an eligible Telstra post-paid mobile Plan:
    - (i) for the same contract term as your BES Email Plan or BES Data Plans; or
    - (ii) on a month to month basis, if you have purchased a handset outright and connect to a BES Email Plan or BES Data Plan on a month to month basis.
- 11.4 You may still be able to use your handset for voice calls, SMS and BigPond Mobile Services (previously known as Telstra Active or WAP) over our compatible networks if you do not set up the BES Solution.
- 11.5 There are additional licence terms which apply to your use of BES Solution. These terms are described in more detail under “Additional Terms”.

#### **Handsets**

- 11.6 Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES Email Plans and BES Data Plans.

#### **BES software**

- 11.7 You may purchase BES software and client access licences from us for the handsets.
- 11.8 If you are using BES software you will require client licences for each BES Email Plan and BES Data Plan connected.
- 11.9 To use the BES Solution and the BES software, you must meet the minimum system requirements as published on the BlackBerry website at [www.blackberry.com](http://www.blackberry.com).

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- 11.10 BES software will encrypt all e-mails which are redirected from your PC or sent from each handset purchased under the BES Solution. It also allows you to view and modify emails, view e-mail attachments, calendars and global address books and access corporate data systems using appropriate third party applications. Connectivity and specific functionality can vary depending on your e-mail server and the particular handset and network selected.

**BES Software Installation Assistance - not available to new customers on and from 16 November 2011**

- 11.11 You are responsible for installing your BES software on your server. If you are a customer who has purchased a BES Email Plan before 16 November 2011 or has an agreement with us for BES Email Plans entered into before 16 November 2011, and require assistance in installing the BES software on your server you may request that we provide BES software installation assistance ("**BES Installation Assistance**"). BES Installation Assistance does not include us assisting you or your end users in installing or upgrading software on handsets.

- 11.12 If you request BES Installation Assistance, we will:

- (a) conduct a pre-installation briefing with your IT representative by telephone in order to:
  - (i) confirm with you that your systems (e.g. your server hardware and operating system) meet the minimum system requirements for the BES software, and that you have a supported email platform installed, as published by Research in Motion Limited ("**RIM**") on the BlackBerry website at [www.blackberry.com](http://www.blackberry.com); and
  - (ii) arrange a date and time for us to perform installation of the BES software on your server, either on-site or remotely (as agreed with you);
- (b) at the arranged time, perform the installation of the BES Software on your server, including:
  - (i) creating local machine management databases;
  - (ii) enabling the BlackBerry Mobile Data System ("**MDS**") browser on handsets;
  - (iii) completing network authentication and testing internet connectivity;
  - (iv) assigning a pre-defined IT policy to your end users based on your security requirements; and

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- (v) remote synchronisation of up to (and including) 5 end users with handsets, and testing email, calendar, contacts and MDS browser functions;
- (c) where we provide remote installation, contact you by phone to confirm whether installation has been successful; and
- (d) on the same day as installation takes place, provide a basic training session (of up to one hour), via telephone (for remote installation) or in person (for on-site installation), with your nominated IT representative in relation to the following basic functions of the BES software: adding and removing end users; passwords; remote wiping of handset data; assigning IT policy groups to end users; and configuring the MDS browser.

BES Installation Assistance will only be provided between 9am and 5pm Monday to Friday, excluding public holidays in the State/Territory in which the BES software is to be installed. Where we provide remote installation, we will not be present on-site during any part of the BES Installation Assistance.

#### 11.13 The BES Installation Assistance does not include:

- (a) assistance with hardware, or loading or configuring operating systems, email applications or any software other than the BES software;
- (b) configuration of routers, firewalls, proxy servers or any other network components;
- (c) installation of the BES software on multiple servers designed to interoperate together (eg. for backup or redundancy purposes) or installation of different components of the BES software over multiple servers;
- (d) post installation assistance, or any maintenance or support of BES software (including upgrading BES software); or
- (e) provision of any documentation.

#### 11.14 In order for us to provide the BES Installation Assistance, you must:

- (a) have purchased applicable BES software and client access licences (which you may purchase from us);

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- (b) have purchased (and activated) at least one handset and BES Email Plan from us for us to ensure network interoperability and conduct remote synchronisation and testing;
- (c) have existing internet connectivity and systems that meet the minimum system requirements for the BES software, as specified by RIM;
- (d) have a supported email platform installed, as specified by RIM;
- (e) do all things necessary to assist us to provide you with the BES Installation Assistance including, but not limited to, providing access (on-site or remote, as applicable) to the relevant systems and to your relevant personnel; and
- (f) ensure that we have full authority to access your premises and systems to provide the BES Installation Assistance and that you have obtained any necessary consents for this purpose.

11.15 You will be required to formally accept the deployment of the BES software.

11.16 A fee of \$1,595 (including GST) is payable for each installation of BES software in relation to which we provide BES Installation Assistance. For example, if you require our assistance with installation of BES software on two email servers, the total fees payable for BES Installation Assistance will be \$3,190 (including GST), being twice the BES Installation Assistance fee.

11.17 If we attend your premises on an agreed installation date, or have arranged a time with you for us to remotely install the BES software, and you or your systems are not ready for us to perform the BES installation (including where you have not provided adequate access to your systems or, on us accessing your systems, we identify that your systems do not meet the minimum requirements), you must reimburse us for all costs and expenses we have reasonably incurred.

11.18 You understand that our BES Installation Assistance service will not guarantee that the BES software will:

- (a) be compatible with your information, software, hardware or other equipment or systems;
- (b) be fault free; or
- (c) function without error.

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#### **BES Email Plans and BES Data Plans**

##### **Contract term**

11.19 If you choose to purchase a handset at a subsidised price, you may select a 24 month:

- (a) BES Email Plan with a handset, as determined by us, at a subsidised price (**“BlackBerry Email Plan with Handset”**); or
- (b) BES Data Plan with a handset, as determined by us, at a subsidised price (**“BlackBerry Data Plan with Handset”**)

11.20 At the end of your plan’s contract term, your service will remain on the selected BlackBerry Email Plan with Handset or BlackBerry Data Plan with Handset (and other selected mobile plan) on a month to month basis.

11.21 If you choose to purchase a handset outright or use an approved BYO device, then you may select a service only:

- (a) BES Email Plan on a month to month basis (**“BlackBerry SIM Only Casual Email Plan”**); or
- (b) BES Email Plan on a 24 month contract term (**“BlackBerry SIM Only Email Plan”**);

(together **“BES SIM Only Email Plans”**).

- (c) BES Data Plan on a month to month basis (**“BlackBerry SIM Only Casual Data Plan”**)
- (d) BES Data Plan on a 24 month contract term (**“BlackBerry SIM Only Data Plan”**)

(together **“BES SIM Only Data Plans”**).

At the end of your selected contract term, your service will remain on the selected BES SIM Only Email Plan or BES SIM Only Data Plan (and other selected mobile plan) on a month to month basis.

#### **End Date of Availability of BES Email Plans and BES Data Plans**

11.22 On and from 16<sup>th</sup> November 2011, BlackBerry Email Plans with Handset and BES SIM Only Email Plans are not available to new customers.

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11.23 On and from 26 March 2013, BlackBerry Data Plans with Handset and BES SIM Only Data Plans are not available to new customers.

11.24 If you have existing agreement with us to purchase a BES Email Plan or entered into before 16 November 2011, on and from 1 July 2013:

- (a) the BlackBerry Email Plans with Handset are no longer available; and
- (b) the BES SIM Only Email Plans are only available with a bring your own compatible BlackBerry handset. The BlackBerry 10 handset is not a compatible BlackBerry® handset for the BES SIM Only Email Plan. Only BlackBerry

handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES SIM Only Email Plan.

11.25 If you have existing agreement with us to purchase a BES Data Plan entered into before 26 March 2013, on and from 1 July 2013:

- (a) the BlackBerry Data Plans with Handset are no longer available; and
- (b) the BES SIM Only Data Plans are only available with a bring your own compatible BlackBerry handset. The BlackBerry 10 handset is not a compatible BlackBerry® handset for the BES SIM Only Data Plan. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES SIM Only Data Plan.

11.26 A BYO device must be used with a Telstra 3G USIM. Telstra provides no guarantee that a BYO device will be compatible with our networks or the BES Solution.

11.27 If your selected BES Email Plan or BES Data Plan is no longer available to new customers, we may transfer your service to any other current plan which is reasonably comparable. We will tell you before this happens.

#### **Cancelling/Changing the service**

11.28 If you are connected to a BlackBerry Email Plan with Handset or BlackBerry Data Plan with Handset and you cancel or move your BlackBerry Email Plan with Handset to a BlackBerry SIM Only Email Plan or your BlackBerry Data Plan with Handset to a BlackBerry SIM Only Data Plan before the end of your 24 month contract term, you will be deemed to have cancelled that plan and must pay us an early termination charge as set out below.

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- 11.29 If you cancel your BlackBerry Voice Plan or eligible Telstra mobile plan connected to any of your handsets and do not move your handset to another eligible mobile plan, the associated BES Email Plan and BES Data Plan (as applicable) for that handset will be automatically cancelled. Each of your BES Email Plans and BES Data Plans (as applicable) will also be automatically cancelled if you cancel your overall BES Solution service at the account level.
- 11.30 You may cancel your BES Email Plan, BES Data Plan, BlackBerry Voice Plan or other eligible Telstra mobile plan connected to any of your handsets at any time, subject to paying the applicable early termination charge (if any) under your BES Email Plan, BES Data Plan or mobile plan. You do not have to pay the early termination charges if your cancellation was a result of our material breach.
- 11.31 If you purchase a BES Email Plan on or after 23 June 2010 or BES Data Plan, the amount payable as an early termination charge (“ETC”) for cancellation of your BES Email Plan and BES Data Plan 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	Base ETC Amount (incl GST)
BlackBerry Plan with Handset – Premium	\$1058
BlackBerry Plan with Handset – Standard	\$1058

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BlackBerry Plan with Handset - Basic	\$645
BlackBerry Data Plan with Handset – Standard	\$1058
BlackBerry Data Plan with Handset – Basic	\$645
BlackBerry SIM Only Email Plan	\$244
BlackBerry SIM Only Data Plan	\$244

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

11.33 If you do cancel your BES Email Plan, BES Data Plan or mobile plan (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 Monthly Service Fee for the BES Email Plan or BES Data Plan for the month in which you cancel your BES Email Plan or BES Data Plan).

#### **BES Email Plans with Handset:**

- (a) **not available to new customers on and from 16 November 2011; and**
- (b) **for customers with an existing agreement with us to purchase the BES Email Plans with Handset entered into before 65 March 2013, not available on and from 1 July 2013.**

11.34 For services connected during or from the dates shown below, the monthly e-mail fee for the BES Solution will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer. This Monthly Fee lets you send and receive an unlimited number of e-mails to and from your handset in Australia (experience

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may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser. The Monthly Fee is in addition to the charges in relation to the BES software and client licences. You may also be required to pay an additional amount upfront for your handset. Additional charges apply for your mobile plan and voice and data usage, including charges for SMS, BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

11.35 For new services connected between 1 September 2004 and 23 June 2010, the Monthly Fees are as follows:

<b>BES Email Plan</b>	<b>Available Date</b>	<b>Monthly Fee GST excl</b>	<b>Monthly Fee GST incl</b>
24 Month BlackBerry Email Plan with Handset	From 1 September 2004 until 23 June 2010	\$81.77	<b>\$89.95</b>
24 Month BlackBerry Email Plan with Handset	From 1 September 2004 until 23 June 2010	\$72.68	<b>\$74.95</b>

11.36 All new services connected to the \$89.95 BlackBerry Plan with Handset between 7 March 2008 and 23 June 2010 will also include Memo service on a Memo Low Plan, with the monthly access charge and all charges per call answered waived during the first month, and with the monthly access charge only waived in subsequent months. The terms for the Memo service are available [here](#).

11.37 On and from 31 July 2008, all new services connected to the BlackBerry Email Plan with Handset - Premium will also include the Whereis Navigator service, with the monthly subscription charge waived for the term of the BlackBerry plan. The terms for the Whereis Navigator service are available [here](#)

11.38 For:

- (a) new services connected after 23 June 2010 until 16 November 2011 ; and

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- (b) customers with an existing agreement with us to purchase the BES Email Plan with Handset entered into before 26 March 2013, for services connected until 1 July 2013,

the monthly fees are as follows:

<b>BES Email Plan</b>	<b>GST excl</b>	<b>GST incl</b>
BlackBerry Plan with Handset - Premium	\$81.77	<b>\$89.95</b>
BlackBerry Plan with Handset - Standard	\$72.68	<b>\$79.95</b>
BlackBerry Plan with Handset - Basic	\$63.59	<b>\$69.95</b>

11.39 On and from:

- (a) 31 July 2008, all new services connected to the BlackBerry Email Plan with Handset - Premium; and
- (b) 23 June 2010, all new services connected to the BlackBerry Email Plan with Handset - Standard,

will also include the Whereis Navigator service, with the monthly subscription charge waived for the term of the BlackBerry Email Plan with Handset. The terms for the Whereis Navigator service are available [here](#).

#### **BES SIM Only Email Plans:**

- (a) not available to new customers on and from 16 November 2011; and
- (c) for customers with an existing agreement with us to purchase the BES Email Plans with Handset entered into before 26 March 2013.

11.40 For:

- (a) new services connected on and from the Available Dates set out below until 16 November 2011; and

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- (b) services connected for customers with an existing agreement with us to purchase the BES SIM Only Email Plan entered into before 26 March 2013,

the Monthly Fee for BES SIM Only Email Plans are set out below. This Monthly Fee lets you send and receive an unlimited number of e-mails to and from your handset (which you must purchase separately) in Australia (experience may vary where the email has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser. The Monthly Fee is in addition to the charges payable for the BES software and client licences. Additional charges apply for your handset, mobile plan and voice and data usage, including charges for SMS, BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BES SIM Only Email Plan	Available Date from	Monthly Fee (GST excl)	Monthly Fee (GST incl)
BlackBerry SIM Only Casual Email Plan (month to month)	From 7 March 2008 until varied or withdrawn	\$54.50	<b>\$59.95</b>
BlackBerry SIM Only Email Plan (24 months)	From 13 May 2004 until varied or withdrawn	\$45.40	<b>\$49.95</b>

#### BES Data Plans with Handset

##### Available for:

- (a) new services connected on and from 16 November 2011 until 25 March 2013; and
- (c) customers with an existing agreement with us to purchase the BES Data Plans with Handsets entered into before 26 March 2013, for services connected until 1 July 2013.

##### 11.41 For:

- (a) new services connected on and from 16 November 2011 until 25 March 2013; and

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- (b) customers with an existing agreement with us to purchase the BES Data Plans with Handsets, entered into before 26 March 2013, services connected on or before 1 July 2013,

the Monthly Fee for the BES Data Plans with Handset will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer. 11.42 For a BES Data Plans with Handset, the Monthly Fee is

<b>BES Data Plan</b>	<b>GST excl</b>	<b>GST incl</b>
BlackBerry Data Plan with Handset - Standard	\$63.64	<b>\$70</b>
BlackBerry Data Plan with Handset - Basic	\$54.55	<b>\$60</b>

11.43 This Monthly Fee is for:

- (a) sending and receiving an unlimited number of e-mails to and from your handset on our Next G network in Australia (experience may vary where the e-mail has large attachments or embedded content) and unlimited browsing via the BlackBerry browser on our Next G network in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser ; and
- (b) 1GB of BigPond Mobile Services (previously known as Telstra Active or WAP) per service to and from the handset when the handset is used on our Next G network in Australia.

11.44 The Monthly Fee for a BES Data Plans with Handset, does not cover, and additional fees will apply for:

- (a) sending and receiving emails and internet usage when a device is roaming overseas;
- (b) use of BigPond Mobile Services for a service in any month which exceeds 1GB, 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))	22.73¢	25¢

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) BES software and client licences;
- (d) your BlackBerry Voice Plan or eligible Telstra post-paid mobile Plan;
- (e) 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, including SMS, the Whereis Navigator service, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

You may also be required to pay an additional amount upfront for your handset.

#### **New BES SIM Only Data Plans**

Available for:

- (b) new services connected on and from 16 November 2011 until 25 March 2013; and
- (f) customers with an existing agreement with us to purchase the BES SIM Only Data Plans entered into before 26 March 2013.

11.45 For:

- (a) new services connected on and from 16 November 2011 until 25 March 2013; and
- (b) services connected for customers with an existing agreement with us to purchase the BES SIM Only Data Plans entered into before 26 March 2013,

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the Monthly Fee for the BES SIM Only Data Plans will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer.

11.46 For a BES SIM Only Data Plans, the Monthly Fee is:

<b>BES SIM Only Data Plan</b>	<b>Monthly Fee (GST excl)</b>	<b>Monthly Fee (GST incl)</b>
BlackBerry SIM Only Casual Data Plan (month to month)	\$45.45	<b>\$50</b>
BlackBerry SIM Only Data Plan (24 months)	\$36.36	<b>\$40</b>

11.47 This Monthly Fee is for:

- (a) sending and receiving an unlimited number of e-mails to and from your handset on our Next G network in Australia (experience may vary where the e-mail has large attachments or embedded content) and unlimited browsing via the BlackBerry browser on our Next G network in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser; and
- (b) 1GB of BigPond Mobile Services (previously known as Telstra Active or WAP) per service to and from the handset when the handset is used on our Next G network in Australia.

11.48 The Monthly Fee for a BES SIM Only Data Plans, does not cover, and additional fees will apply for:

- (a) sending and receiving emails and internet usage when a device is roaming overseas;
- (b) use of BigPond Mobile Services for a service in any month which exceeds 1GB, on a PAYG basis at a rate set out below;

<b>Pay-as-you-go</b>	<b>GST excl</b>	<b>GST incl</b>

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### Part G – Data Services

<b>For each megabyte (charged per kilobyte (or part))</b>	22.73¢	25¢
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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) BES software and client licences;
- (d) your BlackBerry Voice Plan or eligible Telstra post-paid mobile Plan;
- (e) purchase of a handset;
- (f) 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, including SMS, the Whereis Navigator service, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

#### **BlackBerry Voice Plan**

11.49 We will charge you the following for the BlackBerry Voice Plan, which includes a connection fee per call, plus a call charge.

11.50 We will automatically connect you to the BlackBerry Voice Plan if you fail to elect an eligible Telstra post-paid mobile plan. The BlackBerry 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 BlackBerry Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your BlackBerry 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 BlackBerry Voice Plan (business and government customers [click here](#)).

<b>BlackBerry Voice Plan</b>	<b>GST excl</b>	<b>GST incl</b>
Network Access Charge	Nil	Nil
<b>Connection fee per call</b>	22.72¢	<b>25¢</b>

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### Part G – Data Services

Charges for voice calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	<b>50¢</b>
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

- 11.51 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.
- 11.52 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

- 11.53 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.
- 11.54 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

- 11.55 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

- 11.56 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.

### Part G – Data Services

#### Support

- 11.57 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 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.
- 11.58 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

- 11.59 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**”).
- 11.60 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.
- 11.61 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.
- 11.62 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.

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### Part G – Data Services

- 11.63 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.
- 11.64 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.
- 11.65 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.
- 11.66 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.
- 11.67 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.
- 11.68 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.
- 11.69 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>.
- 11.70 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.
- 11.71 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.

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### Part G – Data Services

- 11.72 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.
- 11.73 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.
- 11.74 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 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

- 11.75 You must use your handset, our services and our networks in accordance with our Acceptable Use Policy available [www.telstra.com](http://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.

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## 12 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](http://tel.st/3g)

- 12.1 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

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### Part G – Data Services

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 12.2 and 12.3).

#### Availability

12.2 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 12.5 (“**Teletrac Navman Hardware**”);
- (b) Teletrac Navman software applications (“**Teletrac Navman Application**”), and
- (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.

12.3 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.

12.4 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.

12.5 For the purposes of clause 12.2(a) above, Teletrac Navman Hardware includes:

Hardware	Description
Qube 3640, VT102	In-vehicle Tracking Device
SI201	OBDII Tracking Device

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RE400	Asset Tracking Device
RE200	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
Satellite	Satellite Communications Unit
Data Capture Unit	Engine management system
CanBUS Interpreter	Seat Belt Management
Inovonics Reader	Duress Device
NavCAN1	Engine Management
NavCAN2	Engine Management
ST101 Solar Asset Tracker	Asset Tracking Device
AT301	Asset Tracking Device

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

- 12.6 The following devices are only compatible with a Qube VT102 or Qtanium device: Satellite (Q-pro), and Data Capture Unit.
- 12.7 You agree and acknowledge that you will not use your Teletrac Navman Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.
- 12.8 There are additional terms which apply to your use of Teletrac Navman Solution. These terms are described in more detail under “Additional Terms” below.

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### Part G – Data Services

- 12.9 You must use your Teletrac Navman Solution in accordance with our Acceptable Use Policy available via [www.telstra.com](http://www.telstra.com).

#### Eligibility

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

#### General Licence Terms

- 12.11 If you purchase a Teletrac Navman Application licence from us, we will grant you a nonexclusive 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>
- 12.12 You acknowledge that your use of the Teletrac Navman Application is conditional upon you agreeing to the terms of the Teletrac Navman EULA.
- 12.13 You understand that you must not:
- (a) copy, reproduce or modify the Teletrac Navman Application (or any associated documentation) or create any derivative work from the Teletrac Navman Application;
  - (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

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### Part G – Data Services

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 12.13(a) to 12.13(f) above.

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

#### Data Plans

12.15 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. .

12.16 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

12.17 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);
  - (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);

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- (ii) enter into a 36-month contract for the repayment of Teletrac Navman Hardware (including a Qube or Qtanium device) 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) 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
  - (ii) enter into a month-by-month contract for an eligible Telstra M2M data plan (for each application)

(“**Application-Only Option**”);

- (d) an accessories-only option, either on an upfront payment basis, or on a 36month 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	✓	✓

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Data capture unit	✓	✓
CanBUS Interpreter	✓	✘
Inovonics Reader	✓	✓
NavCAN1	✓	✓
NavCAN2	✓	✓
Additional Parts	✘	✓
VT102	✓	✓
MT201	✓	✓
SI201	✓	NA

Hardware	Upfront purchase	36 month repayment
Solar Asset Tracker	✓	NA
RE400	✓	✓
RE200	✓	✓

(“Accessories-Only Option”).

- (e) a 3G MRO 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”);
- (f) 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”).

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### Part G – Data Services

12.18 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.

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

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

12.21 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.

12.22 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 Option (MRO) Migration Offer**

12.23 The Teletrac Navman Solution plan described in clause 12.25 (“3G MRO Migration Offer”) is only available from 25 November 2022 to 14 December 2023 (“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.

12.24 The 3G MRO 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 MRO Migration Offer plan.

12.25 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);

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- (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);
- (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.

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

12.27 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.

12.28 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.

12.29 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

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#### 3G Upfront Payment Option Migration Offer

- 12.30 The Teletrac Navman Solution plan described in 12.32 (“3G Upfront Payment Option Migration Offer”) is only available from July 2023 to 14 December 2023 (“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.
- 12.31 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.
- 12.32 Each 3G Upfront Payment Option Migration Offer plan comprises:
- (a) one item of Teletrac Navman Hardware being either a Qube3640 or VT102 device;
  - (a) access to a Teletrac Navman Application as set out in your Application Form (under ‘Sec 1 - 3G Migration offer);
  - (b) 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.
- 12.33 You may take up multiple 3G Upfront Payment Option Migration Offer plans.
- 12.34 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).
- 12.35 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

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### Part G – Data Services

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**

- 12.36 You may change from a Hardware Repayment Option to a Casual Option at any time during the 36 month term. Early Termination Charges ("ETCs") will apply for the Teletrac Navman Hardware in accordance with clauses 12.42 to 12.44 below.
- 12.37 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.
- 12.38 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.
- 12.39 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**

- 12.40 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.
- 12.41 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 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.
- 12.42 Where you acquire Teletrac Navman hardware, software or accessories on a minimum term contract other than a 3G MRO Migration Offer or 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:

ETC payable for

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

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:

- 12.43 For certain software products which have a minimum term, other than software products provided to you as part of a 3G MRO Migration Offer or 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
S2101 Solar Tracker	\$595.00
AT301	\$360.00
Satellite	\$1,508.40
MT501	\$1,404.00
CanBUS Interpreter	\$186.00
Inovonics Reader	\$712.80

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NavCAN1	\$712.80
NavCAN2	\$831.60

Data Capture Unit	\$495.00
<b>Additional Software</b>	<b>MINIMUM COST (ON A 12-MONTH MINIMUM TERM)</b> GST Exclusive
Fuel Tax Credit Manager (Bronze)	\$450.00
Fuel Tax Credit Manager (Silver)	\$594.00
<b>Heavy Vehicle Compliance Assistant software</b>	<b>MINIMUM COST (ON A 12-MONTH MINIMUM TERM)</b> GST Exclusive
MT 201 Compliance Pack	\$756.00
<b>3G MRO Migration Offer</b>	<b>Minimum cost on a 48 month term (GST exclusive)</b>
Migration Offer Device - MRO	\$1584

ETC payable for

hardware or =

accessories

ETC Base ( \$1584) x number of months remaining in your contract term

Minimum term (48 month)

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

#### **Additional terms**

#### **Helpdesk**

12.45 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.

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12.46 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**

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

#### **Installation**

12.48 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 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.

12.49 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.

12.50 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.

12.51 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.

12.52 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.

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#### **Username and password**

- 12.53 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.
- 12.54 Your unique username and password will expire upon termination of your Teletrac Navman Solution.
- 12.55 You agree and acknowledge that you are responsible for the security of your unique username and password.

#### **Security of data**

- 12.56 You understand that you are responsible for the security and integrity of the data transmitted between your Teletrac Navman Hardware and Teletrac Navman Application.
- 12.57 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).
- 12.58 If you require additional security for your data, please contact your authorised Telstra or Teletrac Navman representative.

#### **Functionality and safety**

- 12.59 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**

- 12.60 You must ensure that your employees, agents and officers, must:
- (a) not disclose any usernames and passwords related to your Teletrac Navman

# Our Customer Terms

## Telstra Mobiles Section

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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.

12.61 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.

12.62 You agree to indemnify Teletrac Navman and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in clause 12.13.

12.63 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**

12.64 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

### Part G – Data Services

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.

- 12.65 You agree and acknowledge that from time to time Teletrac Navman may provide you with an update to the Teletrac Navman Application.
- 12.66 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 12.67, 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;
    - (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.
- 12.67 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

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### Part G – Data Services

- (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Teletrac Navman hardware.

12.68 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.

12.69 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 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
- (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.

12.70 The exclusions and limitations set out in clause 12.69(c) are subject to any:

- (a) terms, conditions or warranties that are implied by law; or

# Our Customer Terms

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### Part G – Data Services

- (b) rights or remedies provided by law, that cannot be excluded, limited or modified.

12.71 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-afull/Warranties\\_Against\\_Defects.pdf](https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-afull/Warranties_Against_Defects.pdf)) for more information.

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## 13 Mobileye™<sup>1</sup> Advanced Driver Assist System

### What is Mobileye?

- 13.1 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**”).
- 13.2 The Mobileye solution comprises the following elements (in each case as selected by you in your Application Form):

<b>Mobileye Product</b>	The following hardware packages are available with your Mobileye solution:
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<sup>1</sup> 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.

**Part G – Data Services**

	<ul style="list-style-type: none"> <li>• <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</li> <li>• <u>MobileyeShield+™<sup>1</sup></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.</li> </ul> <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><b>Mobileye installation and configuration services</b></p>	<p>There are two options available:</p> <ul style="list-style-type: none"> <li>• <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</li> <li>• <u>National Installer Installed</u> (in which case Telstra will procure for the installation to be performed by its nominated accredited Mobileye Master Installer).</li> </ul>

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

<p><b>Telematics Integration</b></p>	<p>You can integrate your Mobileye solution with the following telematics solutions supplied by us:</p> <ul style="list-style-type: none"> <li>• <u>Navman Director</u>; and/or</li> <li>• <u>Fleet Complete MyGeotab</u> (only available with a MyGeotab Fleet Plan. Not available with a MyGeotab Base or Business Plan).</li> </ul>
<p><b>Mobileye Accessories</b></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>

13.4 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.

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- 13.5 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

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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.

- 13.6 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 13, 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.
- 13.7 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.
- 13.8 To enable Telematics Integration:
- (c) you must have and maintain the relevant telematics solution(s); and
  - (d) 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).

#### **Your Mobileye solution and applicable charges**

- 13.9 The following conditions apply to your Mobileye solution:
- (e) Mobileye Products can be purchased:
    - (i) outright, in which case all applicable charges will be payable upfront; or

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- (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 13.18 to 13.20 below will apply;
- (f) the applicable charges for the Mobileye installation and configuration services are payable upfront;
- (g) 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
- (h) Mobileye Accessories can only be purchased outright, and all applicable charges will be payable upfront.

13.10 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

- 13.11 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.
- 13.12 You must provide an under-cover space with a flat surface for installation(s) of your Mobileye Products (and Mobileye Accessories).
- 13.13 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).
- 13.14 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.

##### Transfer of title and risk and hardware condition

- 13.15 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.

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- 13.16 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

- 13.17 Not all Mobileye Products are available on a Repayment Plan. We determine which Mobileye Products are eligible for this payment option.
- 13.18 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.
- 13.19 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.
- 13.20 You can cancel your Repayment Plan at any time before the expiry of your Repayment Term for the relevant Mobileye Product, provided you:
- (i) complete a cancellation form for cancellation of your Repayment Plan (a copy of this form can be obtained from us);
  - (j) pay the outstanding balance of the applicable upfront fees for the Mobileye Product associated with that Repayment Plan; and
  - (k) 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

- 13.21 If the telematics solution with which your Mobileye solution is integrated is cancelled or expires, you should also cancel your Telematics Integration.
- 13.22 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 reason other than Telstra's breach, Telstra may charge you an ETC calculated as follows:

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

#### Activation

- 13.23 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:
- (l) this only for activation purposes;
  - (m) the data plan is inactive and cannot be used, and the SIM card will be destroyed upon creation;
  - (n) 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

- 13.24 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.
- 13.25 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 13.
- 13.26 You acknowledge and agree that:
- (o) the Mobileye Products should only be operated with 12VDC ~24VDC power;
  - (p) the SeeQ™<sup>2</sup> camera or the Mobileye Product's display unit must not be covered or obstructed; and
  - (q) the Mobileye Products must not be used for any purpose other than as described in the user manual.

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<sup>2</sup> 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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#### Warnings and acknowledgements

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

- (r) 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.
- (s) 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.
- (t) 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

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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.

- (u) Drivers must exercise caution in using the display unit of a Mobileye Product.
- (v) Drivers must maintain full concentration on the road at all times while looking at the display unit of a Mobileye Product.
- (w) 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;

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- (x) The Mobileye Series 6 and MobileyeShield+ solutions may:
  - (i) not identify pedestrians, cyclists or other possible risks or dangerous situations:
    - (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

13.28 To the extent permitted by law, 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.

#### Limited use licence

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

13.29 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.

13.30 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.

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- 13.31 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

- 13.32 In this section 13 (Mobileye Advanced Driver Assist System):

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

**Mobileye** means the solution described in clause 13.1 above.

**Mobileye Accessories** means the “Mobileye Accessories” described in clause 13.3 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 13.2 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 13.3 above.

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## 14 Xora TimeTrack Solution

### What is the Xora TimeTrack Solution?

- 14.1 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

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information available to you via this website depends on the service option selected by you (as described in sections 14.2, 14.3 and 14.4 below).

#### **Xora TimeTrack Solution Options**

##### **(a) Xora TimeTrack Lite**

14.2 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.

##### **(b) Xora TimeTrack Business Plus**

14.3 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**

14.4 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

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- (c) field alerts.

#### **Eligibility**

- 14.5 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?**

- 14.6 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;
  - (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**

- 14.7 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.
- 14.8 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**

- 14.9 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

### Part G – Data Services

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).

- 14.10 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.
- 14.11 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.
- 14.12 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 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**

- 14.13 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### **Licence terms**

- 14.14 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.
- 14.15 You understand that you must not:
- (a) copy, reproduce or modify the Xora Application or create any derivative 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
  - (g) use the Xora Application in a manner that infringes any law or regulation, including privacy and surveillance laws and regulations.
- 14.16 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**

- 14.17 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;

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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 reexport 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.

14.18 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.

#### **Limited Warranty, Liability and Indemnity**

14.19 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.

14.20 You may have non-excludable rights under consumer protection laws in relation to Xora Applications. Subject to any non-excludable rights

- (a) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law;

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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 TimeTrack Solution including any liability for illness, personal injury or death to you, your employees, agents and contractors.

14.21 You agree to indemnify us for any loss, expense or damage which we may incur in connection with any claim by users of your Mobile Device arising from any available field alert features of Xora TimeTrack Business Plus.

#### **Data Usage**

14.22 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**

14.23 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.

14.24 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.

#### **Support Services**

14.25 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**

14.26 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.

14.27 If you are on a fixed term plan and during your 12 month term:

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### Part G – Data Services

- (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:

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

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Where the ETC Base Amount for each Xora Application is:

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

- 14.28 We will not charge an early termination charge where you move between the Xora TimeTrack Lite, Business Plus or Gold options.
- 14.29 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.
- 14.30 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.
- 14.31 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 Application will cease to work and we may cancel the associated Xora Application licence.

#### Availability

14.32 The Xora Application is available on two plan types:

- (a) fixed term plan for 12 months; or

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (b) month-to-month casual plan.

#### Charges

14.33 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

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

#### (b) Month-to-month casual plan

<b>Xora Application Establishment Charge</b>	<b>GST excl</b>	<b>GST incl</b>
All Xora Applications	\$36.36	<b>\$40.00</b>
<b>Xora Application Monthly Charges</b>	<b>GST excl</b>	<b>GST incl</b>
Xora TimeTrack Lite	\$27.27	<b>\$30.00</b>
Xora TimeTrack Business Plus	\$31.82	<b>\$35.00</b>
Xora TimeTrack Gold	\$36.36	<b>\$40.00</b>

#### General

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### Part G – Data Services

14.34 You must use your Xora Application, our services and our networks in accordance with our Acceptable Use Policy available at [www.telstra.com](http://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.

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## 15 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: <a href="http://tel.st/3g">tel.st/3g</a>
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**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?

15.1 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.

### Eligibility

15.2 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?

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### Part G – Data Services

15.3 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).

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

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## Telstra Mobiles Section

### Part G – Data Services

- 15.5 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)**

- 15.6 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**

- 15.7 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**

- 15.8 If you would like to engage Trimble to provide installation services in relation to the invehicle 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.
- 15.9 We are not responsible for the installation or configuration by Trimble of in-vehicle devices or accessories.

#### **Training and self-installation certification**

### Part G – Data Services

- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 We are not responsible for any training or self-installation certification services provided by Trimble or any third party.

#### **Licence terms**

- 15.14 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.
- 15.15 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

15.16 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**

15.17 You must not:

- (a) use the Trimble GeoManager Solution for any unlawful, abusive or fraudulent purpose;
- (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.

15.18 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;

### Part G – Data Services

- (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
  - (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) 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, 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, 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**

15.19 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**

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### Part G – Data Services

- 15.20 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.
- 15.21 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).
- 15.22 If you require additional security for your data, please contact your Telstra representative.

#### **Contract term**

- 15.23 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**

- 15.24 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.
- 15.25 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.
- 15.26 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**

- 15.27 The monthly licence fee for Trimble GeoManager application(s) will be:

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## Telstra Mobiles Section

### Part G – Data Services

- (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	<b>\$65.00</b>
24 month licence term	\$54.55	<b>\$60.00</b>
36 month licence term	\$50.00	<b>\$55.00</b>

- (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

15.28 You must use your Trimble GeoManager application(s), our services and our networks in accordance with our Acceptable Use Policy available [www.telstra.com](http://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.

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## 16 Mobile Data Usage Meter (“MDUM”)

- 16.1 If you are a post-paid customer, MDUM is a service that allows you to access information relating to your mobile data usage and associated charges for supported mobile services.

#### MDUM Notices for Data Pack Customers

- 16.2 If you are using a Data Pack in connection with your mobile phone plan, MDU Usage Notices will be automatically sent to your mobile handset to notify you via SMS when

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

MDUM estimates that your data usage has reached 50%, 85% and 100% of your monthly data usage limit.

#### Accessing MDU

- 16.3 You can access MDUM, or deactivate MDUM Usage Notices by:
- (a) using your BigPond Mobile Services (previously known as Telstra Active or WAP) capable mobile handset - in this case, MDUM, and deactivation of MDUM Usage Notices, will be available to you as options on your BigPond Mobile Services interface;
  - (b) using your SMS capable mobile handset to send an SMS request - in this case, MDUM will send requested information to you by a return SMS, or you can send the SMS code “notice.off” to 176 to deactivate MDUM Usage Notices; or
  - (c) using a computer connected to the Internet - in this case, you will be able to access MDUM, or deactivate MDUM Usage Notices, by logging in to the MDUM site at <http://www.telstra.com>
- 16.4 If you access MDUM over the Internet using a computer, you will have the option of registering one or more mobile Services. You will then be able to access MDUM information for each of those Services. If you add or remove a mobile Service on MDUM, that Service will also be added or removed from PocketNews. Similarly, if you add or remove a mobile Service on PocketNews, that Service will also be added or removed from MDUM.
- 16.5 If you access MDUM over the Internet using a computer and have a Telstra Business or Telstra Enterprise and Government Online Services login, your MDUM service will display all the mobile services linked to that login.

#### What information is available using MDUM?

- 16.6 Except as set out below, MDUM provides an estimate of packet data usage for:
- (a) GSM/GPRS;
  - (b) 3G; and
  - (c) Next G/HSDPA; and
- 16.7 MDUM information is available on demand. If you have a data bundle plan you can request MDUM Usage Notices via SMS to give you updates on MDUM information.

### Part G – Data Services

MDUM on demand and Usage Notices provide you with an estimate of recent data usage and estimated charges.

For example, MDUM on demand will show the dates of your most recent mobile data sessions, the amount of data you downloaded and estimated charges for those sessions. MDUM Usage Notices will notify via SMS you when MDUM estimates that your data usage has reached 50%, 85% or 100% of your monthly data usage limit.

#### Limitations

- 16.8 MDUM only shows estimated data usage and estimated charges. Estimated charges will include estimated GST but will not include discounts that may only be applied to your account when your bill is issued. You should not rely on these estimates and should use MDUM as a guide only. Check your bill for a full list of actual charges.
- 16.9 MDUM on demand information will generally be current to within 6 hours but will only include information on closed mobile data sessions. If you do not close a mobile data session, MDUM will not include data from that session in the on demand information, and it will only be included 24 hours after the session is closed. For large customers who first use the MDUM service on these terms on or after 11 June 2010, if you have one thousand or more mobile services linked to your MDUM service, on demand information will generally be current to within 30 hours.
- 16.10 MDUM SMS Usage Notices are only available to customers with supported data bundle plans. SMS Usage Notices will generally be current to within 6 hours but will only include information on closed mobile data sessions. SMS Usage Notices are only intended to serve as a guide and will not prevent you from incurring extra charges for exceeding your monthly data usage limit.
- 16.11 MDUM email notifications will generally be current to within 36 hours, and are sent at 9am EST for all mobile services that have exceeded 50%, 85% and 100% of included usage the previous day. The email notifications will only include information on closed data sessions. An email report will not be sent if none of your services have exceeded 50%, 85% and 100% of their included usage. Email notifications should be used as a guide only and will not prevent you from exceeding your included usage. Please check your bill for a full list of actual charges.
- 16.12 The MDUM service cannot support excessive numbers of services registered to a single MDUM service. For large customers who apply for the MDUM service on or after 11 June 2010, we may refuse to provide you with the MDUM service if in our reasonable opinion your use of the MDUM service, will cause detrimental effects to our services, systems or networks.

**Part G – Data Services**

**Charges**

- 16.13 There are no subscription costs or carriage fees for using MDUM, including Usage Notices.

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**17 Microsoft®<sup>4</sup> Mobile Enterprise Solution**

**What is the Microsoft Mobile Enterprise Solution?**

- 17.1 The Our Microsoft Mobile Enterprise Solution (“MMES”) allows eligible business customers with:
- (a) handsets which are properly configured and certified by us as compatible with MMES (“**handsets**”);
  - (b) Microsoft Exchange Server software 2003 SP2 (or later version) with an SSL server certificate, Windows Server® SP2 2003 software (or higher) and any other software necessary to run such software (“**Microsoft Exchange software**”) (unless we agree otherwise);
  - (c) either the Microsoft System Centre Mobile Device Management 2008 software or a future server software product incorporating substantially similar mobile device management capabilities as those provided in the Microsoft System Center Mobile Device Manager 2008, Microsoft SQL Server 2005 (or later), and any other software necessary to run such mobile device manager software (together, “**Microsoft SCMDM software**”); and
  - (d) any other systems, software, licences or hardware as advised by Microsoft or us,
- to:
- (e) access the internet through the Microsoft SCMDM software on the handsets; and
  - (f) access and use compatible corporate applications through the Microsoft SCMDM software on the handsets,
- (together “**SCMDM Services**”).

### Part G – Data Services

#### Availability and set up

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<sup>4</sup> Microsoft, the Microsoft logo, Windows Mobile, System Center Mobile Device Manager, Windows Server, Exchange Server and SQL Server are trade marks of the Microsoft group of companies.

- 17.2 We supply the MMES for use by you for business purposes and you must use the MMES predominantly for business purposes. You must have an Australian Business Number and an Australian billing address.
- 17.3 You can only use the MMES if you:
- (a) have a handset for each intended service;
  - (b) connect (and keep connected) each intended service to;
    - (i) a Microsoft Mobile Service Plan ("MMSP"); and
    - (ii) either the Microsoft Mobile Voice Plan or an Eligible Mobile Voice Plan;
  - (c) have, and can run, the Microsoft Exchange software (including having all necessary server and client access licences);
  - (d) for each intended service connected to a MMSP, have, and can run, the Microsoft SCMDM software (including having all necessary server and client access licences); and
  - (e) satisfy other minimum system, hardware, software and licence requirements as published from time to time on the Microsoft website [www.microsoft.com](http://www.microsoft.com) or as otherwise advised by us.
- 17.4 Your Microsoft Exchange software and Microsoft SCMDM software (as required) must:
- (a) be connected to the internet;
  - (b) be configured to the settings (if any) as advised by us; and
  - (c) be used by you pursuant to valid server and client access licences.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- 17.5 Your Microsoft Exchange software must have an appropriate SSL certificate installed.
- 17.6 It is your responsibility to set up your handsets and Microsoft SCMDM software to ensure that access to the internet on the handsets is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a handset is not through your Microsoft SCMDM software.
- 17.7 You must set up your Microsoft Exchange software or Microsoft SCMDM software so that all data transmitted to a handset through such software is encrypted. Any such data that is not encrypted will not be available on handsets whilst they are on the Telstra Next G™ network.
- 17.8 The MMES is not compatible with pre-paid mobile plans or with Telstra's Wireless IP products.

#### **Use of handset**

- 17.9 Each handset will have installed on it Microsoft software for mobile devices as notified by us ("Mobile Software"). You must comply, and you must ensure each user of the handset complies, at all times with any terms or conditions of use of the Microsoft Software which are notified to you. You must only use, and must ensure each user of the handset only uses, the handset and Microsoft Software in accordance with any such terms and conditions.
- 17.10 You must not, and you must ensure each user of a service does not, use the MMES Access Point Name (APN) as a modem, as a WiFi hotspot, for voice over internet protocol services, for peer to peer file sharing, for video streaming or in any other way that we reasonably consider may have an impact on our networks or other customers except in the course of the use of the SCMDM Services in accordance with Our Customer Terms.
- 17.11 Each handset has a password protection function. For security, it is your responsibility to make sure that this function is always activated on your handset connected to an MMSP, regardless of who is using it.

#### **Use of Microsoft SCMDM software**

- 17.12 You acknowledge that we do not warrant or guarantee that all corporate applications, or applications or services otherwise offered by us, will be compatible with your Microsoft SCMDM software or can be used with your SCMDM Services.
- 17.13 Without limiting anything else in these Our Customer Terms, MMS will not be available on handsets switched onto your Microsoft SCMDM software VPN.

### Part G – Data Services

#### **Software server licences**

17.14 We do not grant you any server licence in relation to Microsoft Exchange software.

17.15 We do not grant you any server licence in relation to Microsoft SCMDM software.

17.16 In relation to, and for the purposes of, each service you connect to a MMSP:

- (a) you are responsible for acquiring or having someone acquire, host and manage on your behalf a valid server licence for your use of Microsoft Exchange software and Microsoft SCMDM software; and
- (b) you must, prior to the connection of the first service under the MMSP, enter into or have someone enter into on your behalf a server licence agreement with each of the supplier of Microsoft SCMDM software and Microsoft Exchange software.

17.17 Without limiting your obligations under Our Customer Terms, you must continue to comply with your server licence agreements in relation to any Microsoft Exchange software and Microsoft SCMDM software which you use in connection with a MMSP.

17.18 We make no warranty or guarantee, and have no responsibility, in relation to your ability to obtain and maintain any server licence required for use of Microsoft Exchange software or Microsoft SCMDM software for the purposes of the MMES.

#### **Client access licence**

17.19 In relation to, and for the purposes of, each service you connect to a MMSP:

- (a) you are responsible for acquiring, or having someone acquire on your behalf, client access licences in relation to your use of Microsoft Exchange software for the purposes of the MMES; and
- (b) you must, prior to the connection of the first service under the MMSP, enter into or have someone enter into on your behalf a separate end user licence agreement with a supplier of Microsoft Exchange software.

17.20 For each service that you connect to a MMSP, we grant you a client access licence for Microsoft SCMDM software for the duration for which that service is connected to the MMSP and complies with the requirements of these Our Customer Terms.

17.21 The licence set out in clause 17.20 does not include any further licence, express or implied, to Microsoft intellectual property or other proprietary rights for features or functionality

### Part G – Data Services

that may be implemented in the Microsoft Exchange software, Microsoft SCMDM software or other Microsoft products related to your use of the MMES.

17.22 You must ensure that users of services connected to MMSP are covered by, and continue to comply with, client access licences in relation to any software (including Microsoft Exchange software and Microsoft SCMDM software) which the services uses in connection with those services.

17.23 We make no warranty or guarantee, and have no responsibility, in relation to your ability to obtain any client access licence not granted to you under this clause 17.

#### **Voice Plan**

17.24 You must, in addition to the MMSP, have an Eligible Mobile Voice Plan connected to each intended service.

17.25 For the purposes of the MMES, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.

17.26 We will automatically connect a service to the Microsoft Mobile Voice Plan (described below) if you fail to elect an Eligible Mobile Voice Plan for that service.

17.27 There are additional licence terms which apply to your use of the MMES. These terms are described in more detail under “Additional Terms” below.

#### **Microsoft Mobile Software Installation Assistance**

17.28 You are responsible for installing and configuring any software (including Microsoft Exchange software and Microsoft SCMDM software) on your server which you require for your use of MMES. If you require assistance in these matters, you may request that we assist you. If you make such a request, we will discuss your requirements with you and provide you with a quotation before providing any such assistance.

#### **Support**

17.29 We will operate a helpdesk for all services connected to a MMSP. 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 MMES. 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

17.30 Support services will not be provided in relation to faults or problems with your Microsoft SCMDM software or Microsoft Exchange software which are not related to your SCMDM Services.

#### **Contract term**

17.31 If you purchase a handset for a service at a subsidised price before 1 October 2010, you can select a

24 month MMSP with a handset, as determined by us, at a subsidised price (“**Microsoft Services Plan with Handset**”).

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

17.32 If you purchase a handset for a service outright:

- (a) Before 1 October 2010, you can select for that service:
  - (i) a 24 month MMSP service only (“**Microsoft SIM Only Services Plan**”);  
or
  - (ii) a month to month MMSP service only (“**Microsoft SIM Only Casual Services Plan**”);
- (b) on or after 1 October 2010, you can select for that service a Microsoft SIM Only Services Plan for a contract term that will commence on the date of purchase and cease on 30 September 2012.

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

17.33 If a 24 month MMSP 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 MMSP**

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- 17.34 If you have connected a service to a Microsoft Services Plan with Handset and you cancel or move from the Microsoft Services Plan with Handset for that service (including if you move to another MMSP) before the end of your 24 month contract term, you will be deemed to have cancelled your Microsoft Services Plan with Handset and, if applicable, your Microsoft Mobile Voice Plan, and will be liable to pay us the Early Termination Charge (“ETC”) for the Microsoft Services Plan with Handset as set out below.
- 17.35 If you have connected a service to a Microsoft SIM Only Services Plan before 1 October 2010 and you cancel or move from the Microsoft SIM Only Services Plan for that service (including if you move to another MMSP), before the end of your 24 month contract term you will be deemed to have cancelled your Microsoft SIM Only Services Plan and, if applicable, your Microsoft Mobile Voice Plan, and will be liable to pay us an ETC for the Microsoft SIM Only Services Plan as set out below.
- 17.36 If you cancel your Microsoft Mobile 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 MMSP 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 MMSP.
- 17.37 You may cancel a MMSP connected to any of your services at any time, subject to you paying the applicable ETC (if any) under the relevant MMSP. You do not have to pay the ETC if your cancellation is a result of our material breach.
- 17.38 If you cancel a MMSP (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 MMSP 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.
- 17.39 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 MMSP:
- (a) is not being used for the purposes for which the MMES 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 Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan service; and

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (e) cancel the MMSP and, if applicable, any Microsoft Mobile 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 MMSP and, any Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan to which the service is connected.

#### Early Termination Charges and administration fees

17.40 The amount payable as an ETC for termination of a MMSP connected before 1 October 2010 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)
Microsoft Services Plan with Handset	\$89.95	\$1058
Microsoft Services Plan with Handset	\$79.95	\$1058
Microsoft Services Plan with Handset	\$69.95	\$645
Microsoft SIM Only Services Plan	\$49.95	\$244

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

#### Fees and charges for plan with Handset

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### Microsoft Services Plan with Handset purchased before 23 June 2010

17.42 The monthly fee for the Microsoft Services Plan with Handset purchased before 23 June 2010 is set out below.

<b>Microsoft Services Plan with Handset</b>	\$81.77 GST excl	\$89.95 GST incl
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17.43 The Monthly Fee for the Microsoft Services Plan with Handset is for SCMDM Services to and from the handset when the handset is on our Next G™ network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per service per month (we will notify you when this occurs); and

- (a) use of the Memo service when the handset is used on our Next G™ network in Australia, at no cost for each service for the first month of the contract term, on our standard terms for the Memo service, which are available [here](#); and
- (b) use of the MessageBank service, on our standard terms for the MessageBank service. You will need to change the handset to divert to 101 to use the MessageBank service.

17.44 For services on the Microsoft Services Plan with Handset, the monthly subscription charge will be waived for the term of the Microsoft Services Plan with Handset for any use of the Whereis Navigator on the handset on our standard terms for the Whereis Navigator service. However, we do not guarantee or represent that Whereis Navigator will be compatible with every handset. In addition, Whereis Navigator will only be available when the handset is not switched to your Microsoft SCMDM VPN.

17.45 The Monthly Fee for the Microsoft Services Plan with Handset does not cover, and additional fees will apply for:

- (a) all data usage for a service (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
- (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
- (c) your Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which is used on a handset other than those expressly included as set out above.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

17.46 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a Microsoft Services Plan with Handset is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a Microsoft Services Plan with Handset is not through your Microsoft SCMDM software

17.47 We will continue to provide the Memo service to each service connected to a Microsoft Services Plan with Handset after the first month of the Microsoft Services Plan with Handset contract term at a discounted rate of 65c (incl GST) per call answered using the Memo service unless the handset opts-out of receiving the Memo service. You may opt out of receiving the Memo service by calling us or changing or cancelling the handset diversions.

#### **Microsoft Services Plan with Handset purchased on or after 23 June 2010 and before 1 October 2010**

17.48 For a Microsoft Services Plan with Handset purchased on or after 23 June 2010 and before 1 October 2010, the Monthly Fee is set out below.

Plan	GST excl.	GST incl.
Microsoft Services Plan with Handset	\$81.77	\$89.95
Microsoft Services Plan with Handset	\$72.68	\$79.95
Microsoft Services Plan with Handset	\$63.59	\$69.95

17.49 The Monthly Fee for the Microsoft Services Plan with Handset is for:

- (a) SCMDM Services to and from the handset when the handset is on our Next G<sup>TM</sup> network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per service per month (we will notify you when this occurs), and;
- (b) use of the MessageBank service, on our standard terms for the MessageBank service. You will need to change the handset to divert to 101 to use the MessageBank service.

17.50 For services on the \$89.95 Microsoft Services Plan with Handset and the \$79.95 Microsoft Services Plan with Handset, the monthly subscription charge will be waived for the term of the MMSP for any use of the Whereis Navigator on the handset on our

standard terms for the Whereis Navigator service. However, we do not guarantee or represent that Whereis Navigator will be compatible with every handset. In addition,

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

Whereis Navigator will only be available when the handset is not switched to your Microsoft SCMDM VPN.

17.51 The Monthly Fee for the Microsoft Services Plan with Handset does not cover, and additional fees will apply for:

- (a) all data usage for a service (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
- (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
- (c) your Microsoft Mobile 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.

17.52 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a Microsoft Services Plan with Handset is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a Microsoft Services Plan with Handset is not through your Microsoft SCMDM software.

#### Data plans with SIM/Service only

17.53 The Monthly Fee for a MMSP SIM Only purchased before 1 October 2010 is set out below.

<b>MMSP SIM Only</b>	<b>GST excl</b>	<b>GST incl</b>
Microsoft SIM Only Casual Services Plan	\$54.50	<b>\$59.95</b>
Microsoft SIM Only Services Plan	\$45.40	<b>\$49.95</b>

17.54 The Monthly Fee for a MMSP SIM Only purchased on or after 1 October 2010 is set out below.

<b>MMSP SIM Only</b>	<b>GST excl</b>	<b>GST incl</b>
Microsoft SIM Only Services Plan	\$45.40	<b>\$49.95</b>

The Monthly Fee for any Microsoft SIM Only Services Plan and Microsoft SIM Only Casual Services Plan is for SCMDM Services to and from the handset when the handset is

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

on our Next G™ network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per month (we will notify you when this occurs).

17.55 The Monthly Fee for a Microsoft SIM Only Services Plan and Microsoft SIM Only Casual Services Plan does not cover, and additional fees will apply for:

- (a) all data usage (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
- (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
- (c) your Microsoft Mobile 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.

17.56 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a MMSP is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a MMSP is not through Microsoft SCMDM software.

#### Microsoft Mobile Voice Plan

17.57 If you fail to elect an Eligible Mobile Voice Plan to apply in relation to a service connected to a MMSP, we will automatically connect the service to the Microsoft Mobile Voice Plan.

17.58 If we connect a service to the Microsoft Mobile Voice Plan, we will charge you the following for the Microsoft Mobile Voice Plan for that service. The Microsoft Mobile 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 Microsoft Mobile Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your Microsoft Mobile 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 Microsoft Mobile Voice Plan (business and government customers [click here](#)).

Microsoft Mobile Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

Microsoft Mobile Voice Plan	GST excl	GST incl
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		

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

#### **International roaming is not included**

- 17.60 Fees and charges in connection with any use of a handset (including for SCMDM services) whilst the handset is roaming overseas are NOT covered by the monthly fee for a MMSP.
- 17.61 Fees and charges in connection with any use of handsets connected to a MMSP whilst roaming overseas, are set out in the [Part I – Heading Overseas \(International Roaming\) section of Our Customer Terms](#). Use of such handset whilst roaming overseas will be charged in accordance with Part I, 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 handset whilst roaming overseas.

#### **Additional terms**

- 17.62 If applicable to your handset, the handset manufacturer's standard terms and conditions associated with those handsets apply.
- 17.63 Microsoft Regional Sales Corporation ("**Microsoft**") requires us to advise you that the following notice (the "**Microsoft Notice**") applies in relation to each client access licence which is granted to you by us in these Our Customer Terms for a service which you connect to a MMSP:

*"Your subscription to the MMSP includes a client access licence for the version of SCMDM which you are running. Microsoft Corporation requires this notice:*

*For each active user for which you have paid a subscription for the MMSP, you are granted a non-transferable client access license (CAL) for the version of*

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

*SCMDM which you are running. This CAL may only be assigned to the same user as the qualifying subscription to the Mobile Services Plan. This CAL is nonperpetual and expires upon termination of the MMSP under which this license is granted. SCMDM CAL is the only Microsoft license provided under the terms of your MMSP agreement. You are responsible for acquiring server licenses for SCMDM, Microsoft Windows Server 2003 SP2 (or later) (and associated client access licenses), Microsoft SQL Server 2005 (or later) (and associated CALs) and any other Microsoft server products (and associated CALs), and any other Microsoft server product(s) (and associated CALS) necessary to run SCMDM pursuant to the terms of your Microsoft Volume Licensing Agreement and those products' use rights, as defined in the Microsoft Product Use Rights (PUR) document."*

- 17.64 You must comply with the terms of the Microsoft Notice set out above.
- 17.65 You agree that Microsoft may amend the Microsoft Notice from time to time, and you must comply with any such amended notice once we notify you of it in writing.
- 17.66 You acknowledge that the MMES 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 condition or warranty or statutory guarantee (including fitness for purpose) of the MMES for high risk activities.
- 17.67 Without limiting anything in Our Customer Terms or, if applicable our agreement, to the extent permitted by law, and except as otherwise expressly provided in any other arrangement between you and Microsoft, all warranties by Microsoft and any liability of Microsoft, its affiliates or suppliers for any damages, whether direct, indirect or consequential, arising from a service connected to a MMSP are excluded.
- 17.68 You agree to our rights under our Privacy Statement. In addition, you permit us to disclose to our suppliers and contractors, including Microsoft, all data generated or collected by or for us in connection with our agreement with you, your application for or use of MMES or your use of services otherwise provided by us to you ("**Your Information**").
- 17.69 We will take reasonable steps to ensure that our suppliers and contractors, including Microsoft, keep Your Information confidential and use it in accordance with applicable privacy laws.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- 17.70 Our suppliers and contractors, including Microsoft, 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 Microsoft services or the services provided under a MMSP;
  - (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.

#### General

- 17.71 You must ensure each handset connected to a MMSP, our services and our networks are used in accordance with our Acceptable Use Policy available [www.telstra.com](http://www.telstra.com).
- 17.72 Without limiting any other right we may have, we may terminate the access of any service connected to a MMSP 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 MMSP 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.
- 17.73 If any regulatory consent or exemption that we require to provide the MMES to you is not extended or is cancelled or withdrawn, we may terminate our agreement with you. We will tell you before this happens.

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## 18 Telstra Enterprise Mobile Broadband

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

#### What is Telstra Enterprise Mobile Broadband?

- 18.1 Telstra Enterprise Mobile Broadband service allows you to access your private network with a compatible device approved by us.

#### Cease sale notification

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

18.2 Unless we agree otherwise, Telstra Enterprise Mobile Broadband is not available to new or recontracting customers on and from 18 August 2020.

#### Eligibility

18.3 To be eligible to acquire a Telstra Enterprise Mobile Broadband service, you must:

- (a) be a business customer with an ABN, ACN or ARBN;
- (b) connect and stay connected to a Telstra Enterprise Mobile Broadband Plan for 24 months;
- (c) connect and stay connected to:
  - (i) our IPWAN service with IP Wireless;
  - (ii) our Connect IP service with IP Wireless; or
  - (iii) any other access service we approve from time to time; and
- (d) connect and stay connected to an eligible voice plan.

18.4 The Telstra Enterprise Mobile Broadband service is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the Telstra Enterprise Mobile Broadband service to a third party.

18.5 If you do not meet our credit requirements, we may not supply you with a Telstra Enterprise Mobile Broadband service. We will let you know if that happens.

#### Availability

18.6 Telstra Enterprise Mobile Broadband is available on:

- (a) Telstra's Next G mobile broadband network and
- (b) our 3G network, if you bring your own compatible 3G device.

#### Telstra Next G mobile broadband network?

18.7 Please see the sections headed "**What is Telstra Mobile Broadband?**"; "**Coverage and handover between networks**"; and "**Usage of Next G mobile broadband network and devices**" in [Part B – Old Business and Corporate Plans](#) for information about the Telstra Next G mobile Broadband network. The information in these sections applies to Telstra

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

Enterprise Mobile Broadband over the Next G mobile Broadband network (including the 3G network) and including references to network unlocking fees for devices if applicable, but excluding information about Data Plans, PAYG pricing, use of Access Point Names (APN).

- 18.8 You may use the Telstra Enterprise Mobile Broadband service to access your private network on the telstra.corp APN, or any approved private APN (that is, a private APN named according to the format companyname.corp) that has been provisioned by us. Other data usage on other APNs is included in the monthly data access, subject to clause 18.24.
- 18.9 If you do not want other data usage on other APNs to be accessible, please contact Telstra to bar the data access on other APNs.

#### **Telstra Enterprise Mobile Broadband plans (“EMB Plans”)**

- 18.10 There are three types of EMB Plans which you can apply for:
- (e) EMB Standard Plan;
  - (f) EMB Lite Plan; and
  - (g) EMB SIM Only Plan.
- 18.11 The EMB Standard Plan comes with a Telstra approved Telstra mobile broadband device approved for accessing the Telstra Next G mobile broadband network (“**EMB Capable Device**”) at a subsidised price. We will specify which EMB Capable Device you will receive.
- 18.12 The EMB Lite Plan comes with an EMB Capable Device at a subsidised price. We will specify which EMB Capable Device you will receive.
- 18.13 The EMB SIM Only Plan is available with an approved BYO device or you can purchase an EMB Capable Device from us as an outright purchase. EMB Capable Devices are not available for purchase with a Mobile Repayment Option (“**MRO**”).
- 18.14 If you move from an EMB Plan to an Enterprise Mobile Broadband Plus Plan, not all EMB Capable Devices will work with the Enterprise Mobile Broadband Plus service and are not EMB+ Capable Devices. To use the Enterprise Mobile Broadband Plus service you are required to have an EMB+ Capable Device.

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## Telstra Mobiles Section

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18.15 3G devices are not available on the EMB Plans, but once connected to an EMB Plan you can use your own Telstra approved 3G device with the Telstra Enterprise Mobile Broadband service.

18.16 All EMB Plans are only available on a 24 month contract term.

18.17 EMB Plans are available until withdrawn by us.

#### **Minimum number of Enterprise Mobile Broadband Plans required**

18.18 We may set a minimum number of EMB Plans that you must purchase and retain. The minimum number of EMB Plans is set out in your application form or your agreement with us.

18.19 The minimum number of EMB Plans may be achieved through a combination of EMB Standard Plans, EMB Lite Plans and EMB SIM Only Plans.

18.20 If you are no longer eligible for an EMB Plan or if the number of EMB Plans you have connected is below the minimum number we have agreed (and if relevant, by the time we have agreed), we will:

- (a) cancel your EMB Plans and charge you an Early Termination Charge (“ETC”) (if applicable); and
- (b) migrate you to a Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your EMB Plans to any other current plans which are reasonably comparable. We will tell you before this happens

#### **Usage**

18.21 The Telstra Enterprise Mobile Broadband service cannot be used with wireless gateway routers.

#### **Included data access**

18.22 Your plan's monthly spend includes the costs of you accessing data from your private network and other data accessed on other APNs via the Telstra Enterprise Mobile Broadband service, subject to clause 18.23.

18.23 Our FairPlay Policy applies to your use of your EMB Plan. Our FairPlay Policy is set out in [Part A - General](#) of the Telstra Mobile Section of Our Customer Terms, and should be

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## Telstra Mobiles Section

### Part G – Data Services

read so that any specific reference to Telstra Mobile IPWAN also includes Telstra Enterprise Mobile Broadband. When calculating data volumes for this purpose:

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

- 18.24 If you fail to comply with our FairPlay Policy or exceed the limit of your EMB Plan and do not rectify this when we tell you to, then in addition to the rights set out in Part A – General of the Telstra Mobile Section of Our Customer Terms, we may move your services to the Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead and we may charge you an ETC as set out in your application form or separate agreement with us. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your EMB Plans to any other current plans which are reasonably comparable. We will tell you before this happens.
- 18.25 You cannot use the included data access for other calls or services, BlackBerry, Java, SMS (including Premium SMS), MMS, FOXTEL by Mobile, BigPond Photos, BigPond BigBlog, WAP, content subscription services, circuit switched data, Push to Talk, voice calls, MessageBank (voice or video) or international roaming. Standard charges will apply for use of these services.

#### **International roaming**

- 18.26 For terms relating to our International Roaming services, please see [Part I International Roaming](#) of the Telstra Mobile Section of Our Customer Terms.

#### **Eligible voice plans**

- 18.27 You must have an Eligible Mobile Voice Plan connected to each intended service.
- 18.28 For the purposes of the Enterprise Mobile Broadband Plan service, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.
- 18.29 We will automatically connect a service to the Telstra Data Default Voice Plan if you fail to elect an Eligible Mobile Voice Plan for that service.

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## Telstra Mobiles Section

### Part G – Data Services

- 18.30 The Terms and Conditions for Telstra Data Default Voice Plans (including the applicable charges for voice calls to an Australian fixed or mobile number on the Telstra Data Default Voice Plan) are set out in the Telstra Mobile Broadband General Terms clause.
- 18.31 If the other parts and sections of the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Enterprise Mobile Broadband section of Our Customer Terms, then this Telstra Enterprise Mobile Broadband section applies instead of the other parts and sections of the Telstra Mobile Section, to the extent of the inconsistency.

#### **Cancellation**

- 18.32 If you cancel your EMB Plan before the end of the term (other than for our material breach) or we cancel your service as set out in the clause below, we may charge you an ETC. The ETC is specified in the Telstra Enterprise Mobile Broadband application form or your separate agreement with us.
- 18.33 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.

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

- 18.34 At the end of your contract term, your service will remain on the EMB Plan on a month to month basis. If that EMB Plan is no longer available, we may roll your service on to any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Plan, you may terminate that Plan by telling us.

#### **Charges**

- 18.35 We will charge you and you must pay us:
- (a) the monthly service fee for the EMB Plans;
  - (b) if applicable, any fee for the EMB Capable Device;
  - (c) any usage fees and charges (including charges for data usage above the monthly included data allowance);
  - (d) any applicable ETCs; and (e) any other charges;

### Part G – Data Services

as set out in Our Customer Terms, your application form or your separate agreement with us.

#### **Group Plan not available**

18.36 The EMB Plan is not compatible with any Telstra Mobile group offer.

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## **19 Enterprise Mobile Broadband Plus**

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

#### **What is the Enterprise Mobile Broadband Plus service?**

19.1 The Enterprise Mobile Broadband Plus service is a remote access service that enables your End Users to remotely access your private corporate network via a range of domestic and global access technologies:

- (a) using a single client interface on an eligible Desktop (such as a laptop PC or other device we approve); or
- (b) using multiple interfaces on an eligible Smart Device (such as smart phones and tablets or other devices we approve).

#### **Functionality of the Enterprise Mobile Broadband Plus service**

19.2 Functionality of the Enterprise Mobile Broadband Plus service differs depending on whether you are accessing the service on:

- (a) an eligible Desktop; or
- (b) an eligible Smart Device.

19.3 The Enterprise Mobile Broadband Plus service includes the following:

- (a) where you are accessing the service on an eligible Desktop or an eligible Smart Device on the iPass WiFi network:
  - (i) a Single Client Software licence for each End User for use of the Single Client Software, subject to the Terms of Use; and
  - (ii) encrypted login; and

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### Part G – Data Services

- (b) where you are accessing the service on an eligible Desktop alone, it also includes:
  - (i) intelligent Online Quality Online Reporting (“**iOQ Online Reporting**”); and
  - (ii) policy-based controls
- (c) To avoid doubt, the functionality under clause 19.3(a) is not available on eligible Smart Devices unless accessing the service on the iPass WiFi network.

#### 19.4 If you are accessing the Enterprise Mobile Broadband Plus service:

- (a) on an eligible Desktop, the service also includes:
  - (i) for all EMB Plus Plans, internet access using our domestic dial-up network footprint, the iPass WiFi network in Australia, our Telstra Next G mobile broadband network, the iPass Ethernet footprint in Australia (“**Domestic Footprint for Desktop**”). The iPass WiFi and Ethernet networks can be viewed at <http://hotspot-finder.ipass.com>;
  - (ii) in addition for Freedom Access Standard Plans and Freedom Access SIM Only Plans, internet access services in Australia and overseas provided by iPass Inc. (“**iPass Global Roaming Footprint**”), subject to International Roaming fees and charges. You cannot access the internet in all countries on the iPass Global Roaming Footprint. A list of countries where it is available is listed at <http://www.ipass.com>. We may amend the list at any time. Access to the iPass Global Roaming Footprint is subject to the Terms of Use set out below.
- (b) on an eligible Smart Device, the service also includes:
  - (i) for all EMB Plus Plans, internet access using the iPass WiFi network in Australia, and our Telstra Next G mobile broadband network in Australia (“**Domestic Footprint for Smart Devices**”).  
  
The iPass WiFi networks can be viewed at <http://hotspot-finder.ipass.com/>.
  - (ii) in addition for Freedom Access Standard Plans and Free Access SIM Only Plans, internet access services in Australia and overseas provided by iPass Inc. (“**iPass Global Roaming Footprint**”), subject to International Roaming fees and charges. You cannot access the internet in all

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### Part G – Data Services

countries on the iPass Global Roaming Footprint. A list of countries where it is available is listed at <http://www.ipass.com>. We may amend the list at any time. Access to the iPass Global Roaming Footprint is subject to the Terms of Use set out below.

#### **Cease sale notification**

- 19.5 Unless we agree otherwise, Enterprise Mobile Broadband Plus is not available to new or recontracting customers on and from 18 August 2020.

#### **Eligibility**

- 19.6 To be eligible to take up an Enterprise Mobile Broadband Plus service, you must:
- (a) have an ABN, ACN or ARBN;
  - (b) connect and stay connected to a EMB Plus Plan for 24 months; and
  - (c) connect and stay connected to an eligible voice plan which includes Enterprise Fleet Plans, Corporate Rate Plans, Telstra Government Plan/Plus and Telstra Corporate Plan. If you do not select an eligible voice plan, you will be connected to a Telstra Data Default Voice Plan.
- 19.7 The Terms and Conditions for Telstra Data Default Voice Plans (including the applicable charges for voice calls to an Australian fixed or mobile number on the Telstra Data Default Voice Plan) are set out in the Telstra Mobile Broadband General Terms clause.
- 19.8 The Enterprise Mobile Broadband Plus service is not available to Telstra wholesale customers or for resale. You cannot assign or resupply an Enterprise Mobile Broadband Plus service to a third party.
- 19.9 If you do not meet our credit requirements, we may not supply you with an Enterprise Mobile Broadband Plus service. We will let you know if that happens.

#### **Configuration – Customer Hosted Access**

- 19.10 Enterprise Mobile Broadband Plus is offered with a Customer Hosted Access configuration
- 19.11 With the Customer Hosted Access configuration of Enterprise Mobile Broadband Plus, you:

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- (a) are responsible for locating and managing the Enterprise Mobile Broadband Plus server;
- (b) are responsible for controlling your network and each Enterprise Mobile Broadband Plus service;
- (c) must ensure that your virtual private network gateway is compatible with your Enterprise Mobile Broadband Plus service; and
- (d) are responsible for updating the Single Client Software for Smart Devices.

#### **Enterprise Mobile Broadband Plus Plans**

19.12 The following plans are available with the Enterprise Mobile Broadband Plus service:

- (a) Professional Access Standard Plan, subject to clause 19.16 are not available for new connections on and from 1 November 2011;
  - (b) Professional Access SIM Only Plan, subject to clause 19.16 are not available for new connections on and from 1 November 2011;
  - (c) Freedom Access Standard Plan; and
  - (d) Freedom Access SIM Only Plan,
- (together the “**EMB Plus Plans**”).

19.13 The EMB Plus Plans are available until withdrawn by us.

19.14 The EMB Plus Plans are available only on 24 month contract term.

19.15 Each EMB Plus Plan you sign up to includes a compatible SIM card to use with your selected EMB+ Capable Device or eligible Smart Device. If you wish to access the Enterprise Mobile Broadband Plus service with another eligible Smart Device or EMB+ Capable Device (that you will need to have separately purchased):

- (a) utilising the compatible SIM card you originally received with the EMB Plus Plan, you may need to purchase an adaptor; or
- (b) without utilising the compatible SIM card issued with the particular EMB Plan, you may incur additional data charges.

#### **Professional Access Plans**

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19.16 Professional Access Plans are only available if you entered into an agreement with Telstra before 1 November 2011 and the agreement allows you to sign up to Professional Access

Plans. Otherwise, on and from 1 November 2011, Professional Access Plans will not be available for new customers/connections.

19.17 For each End User on a Professional Access Standard Plan or a Professional Access SIM Only Plan, the plan includes:

Monthly included data allowance	1,000 MB
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Where:

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

19.18 Data usage above the monthly included data allowance will be charged at \$0.25 per megabyte (or part). More details on the monthly included data allowance are set out below.

#### Freedom Access plan

19.19 For each End User on a Freedom Access Standard Plan or a Freedom Access SIM Only Plan, the plan includes:

Monthly included data allowance	FairPlay Policy applies (as set out below)
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19.20 Our FairPlay Policy applies to your use of your Freedom Access Plan. Our FairPlay Policy imposes a kilobyte limit per month on your data usage of 12000 MB. Our FairPlay Policy is set out in [Part A - General](#) of the Telstra Mobile Section of Our Customer Terms, and should be read so that any specific reference to Telstra Mobile IPWAN also includes Enterprise Mobile Broadband Plus. When calculating data volumes for this purpose:

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

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19.21 In addition to our rights to our set out in Part A - General of the Telstra Mobile Section of Our Customer Terms, if you exceed this monthly included data allowance, you:

- (a) must comply with any directions we set out in our notification to you; and
- (b) acknowledge and agree that, if you fail to comply with those directions set out in our notice above, we can:
  - (i) cancel your Enterprise Mobile Broadband Plus service (and charge you an early termination charge (if applicable)); and
  - (ii) migrate you to a Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead. This is a data plan and does not include any of the non-data features of Enterprise Mobile Broadband Plus. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your Enterprise Mobile Broadband Plus Plans to any other current plans which are reasonably comparable. We will tell you before this happens.

#### **Charges**

19.22 We will charge you and you must pay us:

- (a) the monthly service fee for the EMB Plus Plan;
- (b) if applicable, any fee for the EMB+ Capable Device or eligible Smart Device; (c) any usage fees and charges for use not included in your EMB Plus Plan such as:
  - (i) call costs associated with using our domestic dial-up network footprint. If you make a call to access Enterprise Mobile Broadband Plus dial-up from a third party's facilities (such as a hotel), you may have to pay any surcharge levied by that third party;
  - (ii) usage incurred under section 24.14;
  - (i) charges for data usage above the monthly included data allowance; and
  - (ii) international roaming charges
- (d) any applicable early termination charges; and
- (e) any other charges;

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## Telstra Mobiles Section

### Part G – Data Services

as set out in Our Customer Terms, your application form or your separate agreement with us.

#### **EMB+ Capable Devices & eligible Smart Devices**

- 19.23 In order to receive the Enterprise Mobile Broadband Plus service, you must also acquire or already have an EMB+ Capable Device or eligible Smart Device.
- 19.24 The Professional Access Standard Plans come with an EMB+ Capable Device and the Freedom Access Standard Plans come with an EMB+ Capable Device or eligible Smart Device, at a subsidised price. We will specify which EMB+ Capable Device or eligible Smart Device are available with these Plans.
- 19.25 For the Freedom Access SIM Only Plans you must separately acquire or already have a Telstra approved EMB+ Capable Device or eligible Smart Device or you can use an approved BYO device (by using a Telstra 3G USIM). For the Professional Access SIM Only Plans you must separately acquire or already have a Telstra approved EMB+ Capable Device or you can use an approved BYO device (by using a Telstra 3G USIM).
- 19.26 Telstra provides no guarantee that a BYO device will be compatible with the Telstra Next G mobile broadband network, Domestic Footprint for Desktop, Domestic Footprint for Smart Devices, the iPass Global Roaming Footprint, the Open Mobile™ Client or the Open Mobile™ Portal.

#### **Mobile Repayment Option**

- 19.27 You are not eligible for a Mobile Repayment Option with any Enterprise Mobile Broadband Plus service.

#### **What is an EMB+ Capable Device and an eligible Smart Device**

- 19.28 An EMB+ Capable Device is equipment which allows you to access the Enterprise Mobile Broadband Plus service on a eligible Desktop. This includes Telstra mobile broadband devices approved for accessing the Telstra Next G mobile broadband network..
- 19.29 The EMB+ Capable Device is designed to work in an eligible Desktop (such as a laptop PC). You may use the EMB+ Capable Device in other equipment (such as selected PDAs) however we are unable to provide support for EMB+ Capable Devices used in this way.
- 19.30 An eligible Smart Device is a Telstra approved smartphone or tablet which allows you to access the Enterprise Mobile Broadband Plus service . Some eligible Smart Devices may also be used as a tethered modem to access the Enterprise Mobile Broadband Plus service

### Part G – Data Services

on a eligible Desktop, but not all eligible Smart Devices can be used in this way. We will advise you of which eligible Smart Devices can be used as a tethered modem. Use of your eligible Smart Devices as a tethered modem will count towards your monthly included data allowance.

- 19.31 If we provide you with an EMB+ Capable Device or eligible Smart Device, we may charge you a fee set out in your application form or separate agreement with us for your EMB+ Capable Device and eligible Smart Device.

#### **Transfer of ownership and risk for EMB+ Capable Devices and eligible Smart Devices we provide to you**

- 19.32 On the date that we deliver the EMB+ Capable Device/eligible Smart Device to you:
- (a) we transfer ownership of the EMB+ Capable Device/eligible Smart Device to you; and
  - (b) you are responsible and liable for the EMB+ Capable/eligible Smart Device Device.

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

- 19.33 For the latest coverage information for the Telstra Next G mobile broadband network please visit [www.telstra.com/mobilebbcoverage](http://www.telstra.com/mobilebbcoverage). For access to the internet in all countries on the iPass Global Roaming Footprint please visit <http://www.ipass.com>. For a list of iPass WiFi networks that can be used, please visit <http://hotspot-finder.ipass.com/> or call Customer Service on 125 111 (call charges apply).
- 19.34 Although we will use reasonable care and skill in providing the Enterprise Mobile Broadband Plus service on an EMB+ Capable Device and eligible Smart Device, because the 4G/Next G/3G/GPRS networks are radio networks and due to their nature these networks and devices may experience drop-outs from time to time. A Capable Device will access data over Telstra's Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network and a Telstra mobile broadband 4G device is required to access 4G.
- 19.35 An EMB+ Capable Device and eligible Smart Device may hand-over from the Next G network to the 3G or GPRS networks or from 4G to 3G and maintain your connection during data transfers where 3G is available and suitable radio conditions exist.

#### **Usage of the Telstra Next G mobile broadband network and devices**

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## Telstra Mobiles Section

### Part G – Data Services

- 19.36 An EMB+ Capable Device and an eligible Smart Device will access data over Telstra’s Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). For optimum performance on our Next G, 4G, 3G and GPRS networks, you must use an EMB+ Capable Device or eligible Smart Device (and use them in accordance with any user guides issued by the manufacturer of that device). A Telstra mobile broadband 4G device is required to access 4G.
- 19.37 You must use your EMB+ Capable Device, eligible Smart Device, Enterprise Mobile Broadband Plus service, your other Telstra services and Telstra’s networks in accordance with any minimum hardware and software requirements that we may specify from time to time.
- 19.38 You must not use your Enterprise Mobile Broadband Plus service:
- (a) to connect to the Internet via another internet service provider and unless we advise you otherwise;
  - (b) in connection with any machine-to-machine applications or to establish any point to point data connections with another modem; or  

Note: A machine-to-machine application refers to any automated telemetry, telematics or telematics application or service which links two or more systems or devices with a mobile data connection.
  - (c) with any wireless gateway router.
- 1.3 Telstra mobile broadband 4G devices are not compatible with sending or receiving SMS messages, unless we advise you otherwise.
- 1.4 You will not be able to use our 2G networks or 2G networks overseas with a Telstra mobile broadband 4G device, unless we advise you otherwise.
- 1.5 When you connect a Telstra mobile broadband 4G device, a network data session will immediately commence. When you disconnect a Telstra mobile broadband 4G device, the network data session may continue to download a small amount of data (“**Spurious Traffic**”) and charges may apply. To ensure you are not charged for Spurious Traffic, you must physically remove the Telstra mobile broadband 4G device from your equipment after use.

#### Use of your Enterprise Mobile Broadband Plus service

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### Part G – Data Services

- 19.39 Your end users who are permitted access to Enterprise Mobile Broadband Plus service include your employees, officers and independent contractors who you have provided agent access to the Enterprise Mobile Broadband Plus service (“**End Users**”).
- 19.40 You are responsible for the use of your Enterprise Mobile Broadband Plus service by your End Users.
- 19.41 You must purchase an Enterprise Mobile Broadband Plus service for each of your End Users.
- 19.42 Although we will use our reasonable care and skill in providing you the Enterprise Mobile Broadband Plus Service, due to the nature of telecommunication networks, we do not guarantee that the Enterprise Mobile Broadband Plus service will provide you with a continuous connection. We may, from time to time:
- (a) apply a limit on your continuous access time to the Enterprise Mobile Broadband Plus service (called a "session limit");
  - (b) disconnect your session if no data is transferred for a continuous period (called "idle timeouts"); and
  - (c) reduce data speed based on continuous access time or the amount of data transmitted.
- 19.43 We will provide information about the limitations in the above clause to you on request.

#### **International Roaming**

- 19.44 Only 3G International Roaming services are currently available with a Telstra mobile broadband 4G device.
- 19.45 Fees and charges in connection with any use of an EMB+ Capable Device or eligible Smart Device while roaming overseas outside the iPass Global Roaming Footprint, are NOT covered by the monthly service fee for a EMB Plus Plan. It is important that you monitor at all times which network you are on when roaming overseas as your EMB+ Capable Device and eligible Smart Device may switch between networks. If you do not wish to incur such fees and charges while roaming overseas you must turn off overseas roaming on your EMB+ Capable Device or eligible Smart Device before heading overseas.
- 19.46 Fees and charges in connection with any use of an EMB+ Capable Device or eligible Smart Device connected to an EMB Plus Plan while roaming overseas outside the iPass

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

Global Roaming Footprint, are set out in the [Part I of the Telstra Mobile Section of Our Customer Terms](#), or if it is not applicable, at the rates of the network you are using.

#### Data Usage

- 19.47 Your monthly included data allowance only includes data usage over the telstra.rw APN, Telstra.corp APN, telstra.internet APN and telstra.datapack APN. Except if you have a Freedom Access Standard Plan or Freedom Access SIM Only Plan, any data usage over the telstra.rw APN , Telstra.corp APN, telstra.internet APN and telstra.datapack APN in excess of your included data allowance will be charged at the rates set out in your application form or separate agreement with us.
- 19.48 Your included data allowance does not include, and the excess usage charges do not apply to, other calls or services including Mobile Internet (WAP), BlackBerry, Java, SMS (including Premium SMS), MMS, Telstra Next G mobile broadband network data service (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. All other services will be charged in accordance with the [Our Customer Terms](#) or your separate agreement with us for those services.
- 19.49 Any monthly included data allowance which remains unused at the end of each month will not roll over for use in the next month.
- 19.50 You may use the monthly included data allowance to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).

#### Usage Restrictions

- 19.51 You must comply with our Acceptable Use Policy, as set out at [www.telstra.com](http://www.telstra.com), when using your Enterprise Mobile Broadband Plus service.
- 19.52 You must comply, and ensure that your End User's comply with the Enterprise Mobile Broadband Plus Terms of Use at clauses 19.80-19.98.
- 19.53 In using any part of the Enterprise Mobile Broadband Plus service, you must also ensure that your End User must:
- (a) ensure that login names, passwords or any other authentication information or devices remain secret and secure, and that each set of login information is accessible to and used by only one End User;

### Part G – Data Services

- (b) in addition to anything set out in our Acceptable Use Policy or FairPlay Policy, not:
- (i) engage in any act of a malicious nature which may reasonably result in harm or damage to another person's service or privacy;
  - (ii) operate maillist, listserv, 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;
  - (iii) attempt to intercept, redirect, or otherwise interfere with communications intended for others;
  - (iv) use your Enterprise Mobile Broadband Plus service to deliberately send excessively large attachments to one recipient;
  - (v) alter, add, remove or modify source IP address information or use forged headers (a.k.a. "spoofing") in an effort to deceive or mislead;
  - (vi) attempt to fraudulently conceal, forge, or otherwise falsify an End User's identity in connection with use of your Enterprise Mobile Broadband Plus service;
  - (vii) use your Enterprise Mobile Broadband Plus service to knowingly commit verbal or written threats towards another person. This may include posting or transmitting a person's real life information (name/address/phone number) in a malicious manner;
  - (viii) use your Enterprise Mobile Broadband Plus service to send threatening or harassing messages which suggest that the sender is planning to engage in some type of criminal activity. Generally threats to public officials, references to bombings, bank heists, and activities that threaten national security, are considered serious violations;
  - (ix) attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of an End User's connection, including the use of pingbots and other methods of avoiding timing disconnection; and
  - (x) maintain more than one concurrent online session per username and password.

#### **Hardware and Software obligations**

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## Telstra Mobiles Section

### Part G – Data Services

19.54 You:

- (a) must meet the minimum hardware and software requirements set out at [www.telstraenterprise.com](http://www.telstraenterprise.com). We do not warrant that your Enterprise Mobile Broadband Plus services will work if you do not meet, and maintain these minimum hardware and software requirements;
- (b) agree to accept and comply with any Enterprise Mobile Broadband Plus Terms of Use for the security software (and any updates to the security software) for the term of your Enterprise Mobile Broadband Plus service that are made available in our application form, in your separate agreement with us or as notified by us to you from time to time;
- (c) must install, manage and maintain any software or hardware required for the Enterprise Mobile Broadband Plus service in accordance with our reasonable directions;
- (d) must ensure that your computer systems or smart device meet any technical requirements notified to you by us from time to time;
- (e) are solely responsible for maintaining your software, hardware and systems including the selection and installation of software (including operating system) patches and updates;
- (f) must accept any update to the Phonebook when it is made available, and must ensure that all your End Users do the same; and
- (g) are solely responsible for any use of the Enterprise Mobile Broadband Plus service by you, and End User or any third party whether authorised or not.

#### **Enterprise Mobile Broadband Plus RoamServer**

19.55 The Enterprise Mobile Broadband Plus RoamServer is only available when you access the Enterprise Mobile Broadband Plus service using the iPass Global Roaming Footprint.

19.56 The Enterprise Mobile Broadband Plus RoamServer authenticates each Enterprise Mobile Broadband Plus service on your network

19.57 You must:

- (a) upgrade the hardware and software of your for the Enterprise Mobile Broadband Plus RoamServer at your cost to meet any minimum hardware and software requirements notified by us to you from time to time; and

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- (b) take steps to prevent unauthorised access to your service and our service platform including not disclosing user names and passwords that we provide you (except as required by the service).

#### Intellectual Property

- 19.58 You will not own any intellectual property rights in relation to the Enterprise Mobile Broadband Plus service.
- 19.59 If we provide you with any documents, processes or software as part of your service, we (or our licensors) own the intellectual property rights. You must immediately inform us if you become aware of any infringement or suspected infringement of intellectual property rights.

#### Special additional privacy terms for Enterprise Mobile Broadband Plus

- 19.60 In relation to You and each of your End Users:
- (a) you acknowledge that in order to use the Enterprise Mobile Broadband Plus service, you must provide the following information to us:
    - (i) user name/identification; and
    - (ii) domain/realm.
  - (b) In order to provide an Enterprise Mobile Broadband Plus service to you, we may collect the following information:
    - (i) authentication domain and user name/identification;
    - (ii) date, time and duration of session;
    - (iii) technical or network data provided to or obtained by Telstra in connection with the provision of an Enterprise Mobile Broadband Plus service;
    - (iv) device registry; and
    - (v) country, state, and city where an Enterprise Mobile Broadband Plus service was used (collectively the “**Information**”).
  - (c) As indicated above, when you use your Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint, we will be able to identify where you are located. The Information is required to supply your Enterprise Mobile Broadband

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Plus service (including support services) and to invoice you. Location technology will not be used for any purpose other than providing the Enterprise Mobile Broadband Plus service to you and ensuring authorised use of the Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint. We consider our ability to locate where you are when you use your Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint to be fundamentally necessary to enable us to provide the Enterprise Mobile Broadband Plus service. Therefore if you object to our use of location identification technology, you should not use the Enterprise Mobile Broadband Plus service.

- (d) We may disclose the Information to third party service providers in Australia and overseas. These third party service providers may use and disclose the Information, both in Australia and overseas, to provide services to you, or to provide services to us that will enable us to provide the Enterprise Mobile Broadband Plus service to you.
- (e) We will obtain your calling line identification (CLI) data (the telephone number used to connect to your Enterprise Mobile Broadband Plus service) when you use the Enterprise Mobile Broadband Plus service, regardless of whether or not calling number display has been blocked or if you are using a silent telephone number. However, we will only use your CLI data for purposes connected with the provision of your Enterprise Mobile Broadband Plus service (such as fraud prevention) in accordance with the *Telecommunications Act 1997* (Cth) and other applicable laws. We will not disclose your CLI data to third parties except as permitted by law.

#### **Service Levels**

- 19.61 We aim to meet the provisioning service levels, service assurance levels and the target success rate for your service. You acknowledge that our service levels, service assurance levels and the target success rate are targets only and we will not be responsible for failing to meet them.

#### **Provisioning Service Levels**

- 19.62 The target provisioning time for Enterprise Mobile Broadband Plus service is 28 business days from our acceptance of your order. We will not accept an order until you have provided all information reasonably required by us to assess your order. We will supply you with provisioning times for moves, adds and changes to an Enterprise Mobile Broadband Plus service upon request.
- 19.63 Our target provisioning time starts on the date we accept your order and ends on the completion of provisioning.

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- 19.64 Our target provisioning times are indicative only. We aim to meet the target provisioning times but are not required to do so and no rebate will apply. Actual provisioning times may be affected by a number of factors including:
- (a) the availability of equipment and network infrastructure;
  - (b) you giving us sufficient and timely access to your premises and equipment in order to undertake the provisioning;
  - (c) the size, scale and location of your provisioning; and
  - (d) any other factor that is beyond our reasonable control.
- 19.65 You are required to complete the Enterprise Mobile Broadband Plus Authentication Server™ Software installation & integration within 5 days of receiving the RoamServer™ Software.
- 19.66 You are required to complete the test and acceptance of your specific connection/mobility manager within 10 working days of delivery of the customised connection/mobility manager.
- 19.67 If you request multiple services, we will agree a provisioning time with you on a case-by-case basis.

#### **HelpDesk**

- 19.68 You must provide first level help desk support to your End Users. You must manage your user credentials (logins and passwords) and undertake initial fault diagnostics before reporting problems to our Enterprise Mobile Broadband Plus Service Desk.
- 19.69 You must appoint a person in your organisation (a Trusted Customer Officer) to be your point of contact with our Enterprise Mobile Broadband Plus Service Desk.
- 19.70 If your help desk is unable to resolve a problem and determines the problem to be an Enterprise Mobile Broadband Plus problem, your Trusted Customer Officer may contact our Enterprise Mobile Broadband Plus Service Desk on 1800 467 889 (available 24 hours per day, 7 days per week).
- 19.71 Only your Trusted Customer Officer may report a fault to our Enterprise Mobile Broadband Plus Service Desk. Your Trusted Customer Officer will need to quote the Enterprise Mobile Broadband Plus Full National Number FNN (of format N1234567R) or the Full National Number of any affected Enterprise Mobile Broadband Plus Dial-up service, and should be prepared to answer the following questions:

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- (a) Is there a problem accessing or using a portal (IP Solutions Portal)?
- (b) Has the Enterprise Mobile Broadband Plus service worked before (ie is this a newly commissioned service)?
- (c) How many End Users are affected?
- (d) What error code is the End User getting on the client connection log?
- (e) What type(s) of access service is being used and where is the End User?
- (f) Is the End User experiencing data/speed issues?
- (g) If the access service is supplied by a provider other than us, who is the supplier of the access service?

#### **Service Level Assurances when using Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint**

19.72 Our Enterprise Mobile Broadband Plus Service Desk will perform an analysis of your problem and if the problem is identified to relate to the iPass Global Roaming Footprint; and

- (a) if the problem is identified to be within the Enterprise Mobile Broadband transaction centre and our NetServer that will allow you access to the Enterprise Mobile Broadband Plus service in Australia (“**Domestic Enterprise Mobile Broadband Plus Core Service**”), the following service levels will apply.

<b>Service</b>	<b>Response Target</b>	<b>Restoration Target</b>	<b>Maintenance Coverage Period</b>
Domestic Enterprise Mobile Broadband Plus Core Service	60 min	12 hours	24 hours per day, 7 days per week (including public holidays)

- (b) if the problem is identified to be within an access service provided by us then the service levels described above for that service will apply.

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- (c) if the problem is identified to be within an access service provided by a service provider other than us, it will be your responsibility to contact that provider. We are not responsible for access services not provided by us.

19.73 Our Response Time is the period commencing when a valid service fault report is received by our IP Services help desk in accordance with clause 19.71 above and ending on the first to occur of:

- (a) when we tell you that work has commenced to identify the fault;
- (b) when we tell you that a site visit is required; or (c) when one of our representatives attends the site, excluding time outside the

Maintenance Coverage Period.

19.74 After our Enterprise Mobile Broadband Plus Service Desk receives a valid fault report in accordance with clause 19.71 above, we will analyse the fault condition and notify you as to what Restoration Target will apply. Our Restoration Time is the period commencing with this notification and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used, excluding time outside the Maintenance Coverage Period

19.75 All performance service levels are indicative of our targets only.

#### **Success Rate when using Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint**

19.76 The **Success Rate** indicates the proportion of access attempts to the Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint that were successful in a given month. We aim for the Actual Success Rate to meet or exceed our Success Rate Target.

19.77 Our **Success Rate Target** is 95%.

19.78 The **Actual Success Rate** is calculated as follows:

(Successful Connections)

**Part G – Data Services**

\_\_\_\_\_ ×100% (Successful  
Connections + Modified Network Errors)

where:

- (a) **Successful Connections** means the number of your End Users' connections to Enterprise Mobile Broadband Plus access points on the iPass Global Roaming Footprint that were successful in a given month.
- (b) **Modified Network Errors** means the number of your End Users' connections to iPass access points that were unsuccessful due to network errors in a given month. Modified Network Errors are counted once per End User per number per 24 hour period or successful connection, whichever occurs first.

19.79 When you are accessing the Enterprise Mobile Broadband Plus service on a eligible Desktop with a EMB+ Capable Device on the iPass Global Roaming Footprint, service level reporting using iIQ Online Reporting will only include an End User's connection attempt data up to and including that End User's last successful connection attempt. Monthly reports are not complete and are supplied for information purposes only. The final Actual Success Rate may vary as additional data is received.

**Enterprise Mobile Broadband Plus - Terms of Use**

19.80 In this Enterprise Mobile Broadband Plus Terms of Use section, the following words have the following special meanings:

**Client Software**

- (a) in relation to eligible Desktops means iPass Open Mobile™ Platform and iPass Open Mobile™ Client, which is the iPass software supplied to you by Telstra in connection with the Telstra Enterprise Mobile Broadband Plus service consisting of the executable version(s) of the iPass-proprietary client software code, including any Updates to it and associated end user documentation that Telstra provides to you in connection with the Service. On and from 1 November 2011 iPassConnect™ will no longer be available for new connections;
- (b) in relation to eligible Smart Devices means iPass Open Mobile™ Client for iOS or iPass Open Mobile™ Client for the Android platform, which is the iPass software used in connection with the Telstra Enterprise Mobile Broadband Plus service consisting of the executable version(s) of the iPass-proprietary client software code, including any Updates to it and associated end user documentation.

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Telstra or iPass may provide you Updates that replace this current version.

**POPs** means local Internet points of presence to which a User accesses the Service via the Client Software.

**Server Software** means the iPass software supplied to you by Telstra in connection with the Telstra Enterprise Mobile Broadband Plus service consisting of the machine-executable version of the server software code, including any Updates to it and associated end user documentation that Telstra provides to you to enable you, or an entity authenticating your usage, to permit users to use the Service. The Server Software currently consists of RoamServer™ and NetServer™ (if you elect a service which requires NetServer), but Telstra may provide you Updates that replace this current version.

**Service** means, for the purpose of these Terms of Use, iPass' proprietary remote Internet access service that permits users to connect to and use the Internet via POPs which is supplied to you by Telstra as part of the Telstra Enterprise Mobile Broadband Plus service.

**Software** means the Client Software and Server Software.

**Update** means an updated, revised, or enhanced version of the Software that Telstra or iPass may make available to you from time to time.

#### General

19.81 For some components of the Telstra Enterprise Mobile Broadband Plus service, Telstra will supply you with software and services that it acquires from iPass Inc under a reseller relationship. You agree to be bound by these Enterprise Mobile Broadband Plus Terms of Use in relation to the software and services that Telstra acquires from iPass and provides to you.

19.82 In the event of a direct conflict between these Terms of Use and the other terms of your agreement with us, the terms of your agreement with us, take precedence to the extent of any inconsistency.

19.83 You acknowledge and agree that you are responsible for End Users use of the Service and any breach of these Terms of Use by an End User using the Service through you is a breach by you.

#### Software Licence

19.84 Subject to the terms and conditions of these Terms of Use, Telstra grants you a worldwide, non-exclusive, non-transferable licence to reproduce (on all eligible Smart Devices and computers from which you use the Service and for backup and archival purposes) and

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

execute the Client Software solely to enable your use of the Service. Each End User may use the Client Software on more than one of their own EMB+ Capable Devices or eligible Smart Devices.

19.85 If you also acquire the Server Software, subject to the terms and conditions of Terms of Use, Telstra hereby grants you a worldwide, non-exclusive, non-transferable licence to install and execute the Server Software on servers at your location solely in order to provide the Service to your users.

#### **Software Restrictions**

19.86 Except as permitted by law which cannot be excluded, you agree not to cause or permit the reverse engineering, translation, disassembly, or decompilation of the Software and you further agree not to attempt to derive the source code of the Software, whether in whole or in part.

19.87 Where a law gives you the right to do so to obtain information necessary to enable the Software to interoperate with other software, you must first notify Telstra of your desire to reverse engineer the Software, and Telstra may, in its discretion, either provide such information to you, or impose reasonable terms and conditions on such use of the Software to ensure that Telstra and their suppliers proprietary rights are protected.

#### **Software Ownership**

19.88 You acknowledge and agree that the Software is licensed and not sold. As between the parties, Telstra or its relevant suppliers will retain all title, copyright and other proprietary rights in and to the Service, the Software, and any other technology, services, or materials that Telstra may provide to you under our agreement with you. For the avoidance of doubt, you acknowledge that no right to or licence in the source code for the Software is granted to you under these Terms of Use. You will not obfuscate, alter, or remove any copyright, trademark, or other proprietary notice or legend on or in the Software or any iPass Ince web content and will include all such markings in all copies of such materials. You acknowledge and agree that Telstra may disclose your usage data to its suppliers and other third parties for the purpose of providing the Service and Software to you.

#### **Service Use Restrictions**

19.89 You will not use the Service to take any actions that:

- (a) infringe on any third party's copyright, patent, trademark, trade secret, privacy or other proprietary rights;

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- (b) violate any applicable law, statute, ordinance or regulation (including without limitation those regarding export control);
- (c) are defamatory, threatening, harassing, or obscene; or
- (d) interfere with or disrupt our (or our suppliers) network, other users, services or equipment. Disruptions include distribution of unsolicited bulk emails or chain letters; causing an excessive or disproportionate load on Telstra's (or its suppliers') infrastructure; distribution of viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; and the unauthorised entry to any machine accessible via the network.

19.90 You may not resell or redistribute any of the Services and you will comply with the usage policies of Telstra and its applicable suppliers, which we will make available to you.

#### **iOQ Online Reporting**

19.91 The following terms apply only if you are accessing the Service with an EMB+ Capable Device on the iPass Global Roaming Footprint and you use the **iOQ Online Reporting** service.

19.92 You acknowledge and understand that an **iOQ Online Reporting** password will be needed to access the iPass **iOQ Online Reporting** web site and to access data related to your dial-in access attempts (the "Data"). Subject to these Terms of Use, you may use the **iOQ Online Reporting** web site, the iOQ password, and the Data during the term of your agreement with us solely to assist and support you users to use the Service. You acknowledge the Data and the iOQ passwords are Confidential Information of Telstra and/or its suppliers.

19.93 You will not:

- (a) except for the purpose above and to the extent permitted by law, modify, adapt, alter, rearrange, reclassify, decompile or recompile or otherwise manipulate the Data, or merge the Data with other data or information;
- (b) use the **iOQ Online Reporting** web site to access the Data of any other party;
- (c) circumvent or attempt to circumvent any security measures implemented by Telstra (and its suppliers) to protect the iOQ password, **iOQ Online Reporting** web site or the Data; or

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- (d) sublicence, rent, lease, loan, market, distribute or otherwise transfer Data or any part of the Data to third parties.

#### **Termination**

19.94 Notwithstanding any clause in Our Customer Terms or our agreement with you, if you fail to comply with the terms and conditions of these Terms of Use then Telstra may provide you written notice of your breach and if you do not cure such breach within fifteen (15) days following the notice date, Telstra may suspend or terminate your access to the Service..

19.95 In the event of suspension or termination, you must destroy all copies of the Software. Without limiting the foregoing, your rights under these Terms of Use will terminate upon the termination of your agreement with us.

#### **Disclaimer of Warranty**

19.96 To the extent permitted by law, the Software, the Service, the documentation we provide you for this service, and all other associated material is provided to you “as-is” and

Telstra makes no guarantee or representation, express or implied, relating to the suitability or capability of the Software and Service for your needs.

19.97 Due to the nature of the services, Telstra cannot and does not warrant that the services will be continuous, timely or error-free or that the Service will be available on a certain date or time. You acknowledge that disconnection may occur from time to time and that access to the network cannot be guaranteed.

#### **Limitation of Liability**

19.98 Telstra and its suppliers exercise no control whatsoever over the content of the information passing through their systems. You acknowledge that use of any information obtained via the Service is at your own risk and Telstra (and its suppliers) specifically deny any responsibility for the accuracy or quality of information obtained through the Service.

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## **20 Exchange Online Mobile Email Plan**

### **What is the Exchange Online Mobile Email Plan?**

20.1 The Exchange Online Mobile Email Plan is a mobile email plan that provides eligible TSuite customers with access to Exchange email (including attachments), calendar and contacts from compatible devices for \$12.95 per month.

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20.2 The Exchange Online Mobile Email Plan is not available with any other Telstra mobile offer unless specified by us.

#### **Eligibility**

20.3 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**”);
- (c) a compatible Next G device (as notified by us from time to time) as listed on [www.telstra.com/business](http://www.telstra.com/business), which is connected to any Telstra business post-paid mobile plan (“**Eligible Mobile Service**”).

#### **Minimum contract term**

20.4 The Exchange Online Mobile Email Plan is provided on a month to month basis.

20.5 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 the Exchange Online Mobile Email Plan.

20.6 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**

20.7 You must comply with the terms of your Exchange Online Mobile Email Plan, Eligible TSuite Service and Eligible Mobile Service at all times.

20.8 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 prorated according to the remaining days in that month.

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#### Usage restrictions

- 20.9 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).
- 20.10 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

- 20.11 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 TSuite Service and Eligible Mobile Service, compatible device and additional usage.

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

- 20.12 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.

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## 21 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?

- 21.1 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

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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.

21.2 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**

21.3 The following options are available:

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

	<ul style="list-style-type: none"> <li>• Account set-up</li> <li>• Online Training</li> <li>• User support via phone and email on activation and use of MAVEO devices.</li> </ul>
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#### **What do you need to access m-View mobile and MAVEO video streaming?**

21.4 To use m-View mobile and MAVEO video streaming you will need to:

- (a) purchase:

### Part G – Data Services

- (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](http://www.telstra.com) or [www.momentumgroup.com.au](http://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.

21.5 You will need to ensure your network access is configured for use with the m-View mobile and MAVEO video streaming service.

21.6 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**

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

21.8 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.

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

#### **Eligibility**

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

#### **Acceptable use and Terms of Use**

21.11 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).

### Part G – Data Services

21.12 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.

21.13 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**

21.14 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](http://www.telstra.com).

21.15 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.

21.16 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**

21.17 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.

21.18 We do not provide training, integration or other professional services in relation to the mView mobile and MAVEO video streaming service.

21.19 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.

21.20 We are not responsible for any training, integration or other professional services provided by Momentum.

21.21 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.

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**What equipment do we provide?**

21.22 You may purchase the following MAVEO devices from us:

<b>Device</b>	<b>Description</b>
– 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**

- 21.23 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.
- 21.24 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.
- 21.25 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.
- 21.26 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.

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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

- 21.27 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.
- 21.28 You will own the equipment once you pay us all the applicable equipment charges.

#### Limited Warranty

- 21.29 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

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

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

#### Equipment charges

- 21.31 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.

#### Cancelling your m-View mobile and MAVEO video streaming service

- 21.32 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.

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21.33 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.

21.34 In addition to any other rights of cancellation you may have, you may cancel your mView 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**

21.35 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 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**

21.36 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.

21.37 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).

#### **Service restoration**

21.38 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:

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<b>Service Incident</b>			
<b>Severity level</b>	<b>Response Times</b>	<b>Update Frequency</b>	<b>Restoration Times</b>
<b>1 (Critical)</b>	15 min	1 hour	2 hours

<b>2 (Major)</b>	30 min	2 hours	8 hours
<b>3 (Minor)</b>	1 hour	8 hours	2 business days

<b>Service Request</b>			
<b>Request Type</b>	<b>Description</b>	<b>Response</b>	<b>Restoration</b>
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

21.39 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 21.42 below), the time frames commence from the start of the next business day.

#### **m-View mobile and MAVEO video streaming Availability**

21.40 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:

$((\text{Scheduled Time} - (\text{Downtime} - \text{Excusable Downtime})) \times 100) / \text{Scheduled Time}$  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.

**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

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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

21.41 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

21.42 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.

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## 22 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?

- 22.1 Unless we otherwise agree, Telstra Mobile Connect Solution is not available to new or recontracting customers on and from 18 August 2020.
- 22.2 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**

- 22.3 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.
- 22.4 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.
- 22.5 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.

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- 22.6 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 be recognised as SSL business Services and will count towards your monthly mobile internet data allowance.
- 22.7 The TMCS is not compatible with pre-paid mobile plans.
- 22.8 It is your responsibility to purchase, install and configure all software & licences to work with the SSL Business Service.

#### **Voice Plan**

- 22.9 You must, in addition to the TMCP, have an Eligible Mobile Voice Plan connected to each intended service.
- 22.10 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.
- 22.11 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.
- 22.12 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**

- 22.13 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 22.15. 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.
- 22.14 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.
- 22.15 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**

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

- 22.17 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).

- 22.18 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**

- 22.19 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.

- 22.20 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.

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- 22.21 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.
- 22.22 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.
- 22.23 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.
- 22.24 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

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

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

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

22.26 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

22.27 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

22.28 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.

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22.29 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 (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 are used on a handset other than those expressly included as set out above.

#### Data plans with SIM/Service only

22.30 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

22.31 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

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- (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.

22.32 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;

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

22.33 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.

22.34 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](#)).

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

22.35 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.

#### **International roaming is not included**

22.36 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.

22.37 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**

22.38 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.

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- 22.39 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**").
- 22.40 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.
- 22.41 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.

#### **General**

- 22.42 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](http://www.telstra.com).
- 22.43 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.
- 22.44 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.

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## **23 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;

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- 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**

23.1 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<sup>®</sup> network connection) or through an eligible Wi-Fi connection, in both cases as approved by us from time to time ("Eligible Service").

23.2 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**

23.3 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,

("Eligible Customer").

23.4 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"> <li>(a) Telstra plan which is not approved by Telstra for use with T-MDM; or</li> <li>(b) a plan from a carrier other than Telstra; or</li> <li>(c) Wi-Fi only Eligible Device.</li> </ul>	23.13

Offering	Requirements	Section
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Telstra Mobile Connect Solution Plan	You must be an Eligible Customer on a Telstra Mobile Connect Solution Plan.	23.23
\$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.	23.49

23.5 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 TMDM service. Please see [www.telstra.com/enterprise/classdevices](http://www.telstra.com/enterprise/classdevices) for a list of Eligible Devices.

23.6 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

23.7 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](mailto: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 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.

23.8 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

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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

- 23.9 The T-MDM service will only work when Eligible Devices are turned on and are in the Eligible Service's coverage area.
- 23.10 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](http://www.telstra.com/tmdm) for details on features/functions supported by the T-MDM service.
- 23.11 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.
- 23.12 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

- 23.13 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
  - (c) Eligible Device is Wi-Fi only,
- ("eligible BYO Device").
- 23.14 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.

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- 23.15 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.
- 23.16 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 23.18.
- 23.17 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).
- 23.18 We use the table below to calculate your CAL Fee:

<b>Number of BYO Devices registered in T-MDM portal</b>	<b>CALs</b>	<b>Monthly CAL Fee excluding GST</b>	<b>Monthly CAL Fee, including GST</b>
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
501-550	550	\$2,500.00	\$2,750

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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

<b>Number of BYO Devices registered in T-MDM portal</b>	<b>CALs</b>	<b>Monthly CAL Fee excluding GST</b>	<b>Monthly CAL Fee, including GST</b>
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

- 23.19 Your CAL Fee will be charged to your nominated billing account.
- 23.20 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.
- 23.21 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](#)

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23.22 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**

23.23 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.

23.24 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.

23.25 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](#)

23.26 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 23.13 above and applicable CAL Fees will apply, in addition to any other applicable fees and charges for your TMCS Plan.

23.27 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**

23.28 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.

23.29 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.

23.30 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.

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23.31 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](#)

23.32 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 23.13 above and applicable CAL Fees will apply.

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

#### Secure Content Locker

23.34 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.

23.35 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.

23.36 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.

23.37 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).

23.38 We use the table below to calculate your Secure Content Locker CAL Fee:

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<b>Number of devices using Secure Content Locker</b>	<b>Secure Content Locker CALs</b>	<b>Monthly fee for Secure Content Locker CALs, excluding GST</b>	<b>Monthly fee for Secure Content Locker CALs, including GST</b>
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
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

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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
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

- 23.39 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.
- 23.40 You must pay separately for any data usage fees and charges associated with the use of TMDM service, Secure Content Locker and your Eligible Service.
- 23.41 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](#)

- 23.42 You can cancel your Secure Content Locker CALs at any time by de-registering your Eligible Devices on the T-MDM portal.
- 23.43 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.

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

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100GB	\$1,636.36	\$1,800
500GB	\$7,272.72	\$8,000
1TB	\$11,818.18	\$13,000

23.44 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

23.45 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.

23.46 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 prerequisites before the software can be installed.

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

23.48 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

#### Onboarding Service

23.49 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.

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23.50 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.

23.51 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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23.52 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.

23.53 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

- 23.54 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.
- 23.55 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.
- 23.56 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.
- 23.57 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.
- 23.58 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](#)

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- 23.59 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 relevant CAL Fees or applicable Secure Content Locker CAL Fees, the day after your Trial Period expires.
- 23.60 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.
- 23.61 If you do not wish to be charged fees after your Trial Period has expired, then you must deregister all Eligible Devices that you have registered in the T-MDM portal before the expiry of your Trial Period.

#### Support

- 23.62 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**").
- 23.63 Data cards and modems are not Eligible Devices or Supported Devices.
- 23.64 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.
- 23.65 The following is excluded from support:
- (a) training or demonstrations;
  - (b) customer purchased equipment configuration;

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- (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.

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

23.67 To request technical support for a Supported Device, you must send your support query by email to [wireless@team.telstra.com](mailto:wireless@team.telstra.com). Depending on the nature of the problem, we may either reply by email or call you in response.

#### **Additional obligations and acknowledgements**

23.68 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.

23.69 You may have non-excludable rights under consumer protection laws in relation to the TMDM 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:

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- (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 portal.
- 23.70 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.
- 23.71 You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or your End Users breaching this clause 239.
- 23.72 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**

- 23.73 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**").
- 23.74 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.

23.75 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)

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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, 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.

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- 23.76 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.
- 23.77 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.

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

- 23.78 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](http://www.telstra.com/enterprise/classdevices) that have an active internet connection (either WiFi or mobile coverage) ("**Compatible Devices**").
- 23.79 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**

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

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

#### T-MDM platforms

23.81 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**”).

23.82 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
<b>Minimum number of registered Compatible Devices</b>		1	300 minimum
<b>Hosting Location</b>		Telstra Cloud, Australia	Amazon Web Services, Australia
<b>Platform Upgrades</b>	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
<b>Mobile Device Management</b>	Protect company information on Compatible Devices by configuring IT policies	Included	Included

Feature	Description	T-MDM Shared Platform	T-MDM Dedicated Platform
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<b>Mobile Application Management (MAM)</b>	Create an enterprise application store and manage applications on Compatible Devices	Included	Included
<b>Mobile Content Management (MCM)</b>	Upload and share company documents and collaborate with colleagues	Basic functionality	Included
<b>Mobile Email Management (MEM)</b>	Control which Compatible Devices have email access and encrypt email messages	Included	Included
<b>Unlimited SMS</b>	No charge for sending SMS messages to Compatible Devices registered on a T-MDM platform	Included	Included
<b>Cloud Storage</b>	Storage provided by Telstra to upload company documents	25GB include	Not available
<b>Integration with enterprise resources</b>	Ability to connect with enterprise systems like Active Directory, share file, per app VPN, etc.	Included (requires software adapters installed in your premise (installed at an additional cost))	Included (requires software adapters installed in your premise (installed at an additional cost))
<b>Telstra Managed Mobiles Solution Service</b>	Enhanced service management and support throughout Australia for eligible services.	Additional cost	Additional cost

23.83 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.

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#### Sign-up process

- 23.84 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.
- 23.85 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).
- 23.86 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 23.85, 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.

#### Using the T-MDM service

- 23.87 The T-MDM service will only work when Compatible Devices are turned on and connected to the internet.
- 23.88 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;

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- (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.

23.89 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).

23.90 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

23.91 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 23.99 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**”).

23.92 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.

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

Monthly CAL Fee per CAL Device		
Number CAL Devices	T-MDM Shared Platform Monthly (GST inc)	T-MDM Dedicated Platform (GST inc)
1-300	\$5.00	NA
301-1000	\$5.00	\$6.00

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

23.94 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 15<sup>th</sup> 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.

23.95 Clause 23.94 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 23.94 will apply the day after the Grace Period finishes.

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

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23.97 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).

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

#### Term and termination

23.98 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 15<sup>th</sup> day of the month will incur a CAL Fee.

#### T-MDM Included With Eligible Telstra Mobile Plans

23.99 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 (“ <b>TMCS</b> ”)	Yes	Yes
Enterprise Fleet Plan Ultimate (where you entered into an Enterprise Fleet Plan customer agreement with us on or after 16 December 2013)	No	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

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

23.101 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).

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

23.102 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

23.103 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.

	<b>T-MDM Shared Platform</b>	<b>T-MDM Dedicated Platform</b>
T-MDM Bolt-On Plan	Yes	Yes

23.104 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 TMDMBolt-on Plan.

23.105 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 postpaid mobile plan as set out in Our Customer Terms.

23.106 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](#)

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23.107 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 TMDM 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.

23.108 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

23.109 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**”).

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

23.111 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**”).

23.112 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.

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

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

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4001-5000	\$3.00
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- 23.114 Your SCL CAL Fee will be charged to your nominated billing account in arrears.
- 23.115 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 TMDM 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).

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

- 23.116 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 15<sup>th</sup> day of the month will be charged a SCL CAL Fee.

#### Cloud Storage with the T-MDM Shared Platform

- 23.117 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.
- 23.118 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

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

- 23.119 At the end of the relevant 12-month period for your 12-Month Cloud Storage, your 12Month Cloud will be automatically renewed and you will be charged for another 12 months in advance. If you do not want to renew your 12-Month Cloud Storage, you can

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notify us at any time, in which case your 12-Month Cloud Storage will be cancelled and 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 Cloud Storage before we delete such documents and content.

23.120 If you cancel your 12-Month Cloud Storage 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 12Month Cloud Storage.

#### **Professional Software Installation with T-MDM Shared Platform**

23.121 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.

23.122 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 prerequisites and you will need to comply with these technical pre-requisites before the software can be installed.

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

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

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

#### **Onboarding Service for the Shared Platform and Dedicated Platform**

23.125 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.

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

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- (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.

23.127 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

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

- (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.

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

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Service	Price including GST
Onboarding Service	\$700

#### Free 30 day trial for the Shared Platform and Dedicated Platform

23.130 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.

23.131 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.

23.132 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](#).

23.133 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;
- (b) you will be charged the relevant CAL Fee for each CAL Device that you have registered on your T-MDM platform; and

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- (c) you will be charged the applicable SCL CAL Fees for each Compatible Device using the Secure Content Locker Collaborate feature.

23.134 If you do not wish to be charged fees after your Trial Period has expired, you must deregister 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

23.135 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").

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

23.137 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.

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

- (a) training or demonstrations;
- (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

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- (e) registering and maintaining your Compatible Devices on your T-MDM platform.

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

23.140 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](mailto:tmdm@team.telstra.com). Depending on the nature of the problem, we may require you to perform troubleshooting activities.

#### **Additional obligations and acknowledgements**

23.141 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' 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.

23.142 You may have non-excludable rights under consumer protection laws in relation to the TMDM 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;

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- (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.
- 23.143 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.
- 23.144 You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or your End Users breaching this clause 23.
- 23.145 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)**

- 23.146 Your and your End Users' use of the T-MDM Shared Platform is also subject to the following provisions set out in clauses 23.147 to 23.150 below ("**End User Licence Agreement**").
- 23.147 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

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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.

23.148 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.

23.149 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

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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.

23.150 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. **T-MDM Dedicated Platform – Supplier End User Terms (Citrix)**

23.151 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.

23.152 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

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- (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;
- (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.

23.153 You agree that you must ensure that your End Users comply with the terms of paragraphs 23.152(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 23.152(a) to (m) above.

### Part G – Data Services

23.154 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 to communicate with you or ask our subcontractor to communicate with you in relation to the T-MDM service;
- (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.

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## 24 Bill my Telstra account for Google Play

24.1 We may offer eligible customers the ability to pay for digital content purchased through Google Play on your Telstra bill (“**Bill my Telstra account**”).

24.2 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***

24.3 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### ***Payment and spend limits***

- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.
- 24.9 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.
- 24.10 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.
- 24.11 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***

### Part G – Data Services

24.12 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.

24.13 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.

24.14 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***

24.15 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>.

24.16 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.

#### ***Complaints and refunds***

24.17 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/>.

24.18 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.

24.19 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***

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

24.20 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.

24.21 You must use your device, our services and our networks in accordance with our Acceptable Use Policy available [www.telstra.com](http://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.

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## 25 Smart Controls

25.1 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](#).

25.2 Terms for mobile internet browsing restrictions are contained in this Part G.

### Eligibility

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

- (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.

25.4 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### **Cancellation**

- 25.5 You can cancel Smart Controls for any of your mobile services, at any time. Charges for that month will be pro-rated.
- 25.6 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**

- 25.7 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.
- 25.8 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.
- 25.9 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.
- 25.10 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.
- 25.11 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.

### Part G – Data Services

25.12 We do not guarantee that mobile internet browsing restrictions will work if the mobile service is used overseas.

25.13 Mobile internet browsing restrictions will not work on Blackberry devices.

#### Privacy

25.14 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](http://www.johnsmith.com) or [www.facebook.com/johnsmith](http://www.facebook.com/johnsmith)).

25.15 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

25.16 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.

25.17 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.

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## 26 Facebook Billing Service

26.1 If you are eligible, we may offer you the ability to pay for content purchased through Facebook on your Telstra bill (“**Facebook Billing Service**”).

26.2 You will need an active Telstra Post-Paid or Pre-Paid SIM and a Facebook account in order to use our Facebook Billing Service.

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

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### Part G – Data Services

- 26.4 We apply a default spend limit of \$20 per transaction for the purchase of digital content through the Facebook Billing Service. Should you wish to purchase digital content through the Facebook Billing Service at an amount greater than \$20 per transaction, you will need to use another payment method.
- 26.5 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 the Facebook Billing Service.
- 26.6 If you're a Telstra post-paid customer and your total spend on digital content through the Facebook Billing Service 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.
- 26.7 If you're a Telstra pre-paid customer and your total spend on digital content through the Facebook Billing Service exceeds \$500 in any given month you will need to use another payment method for subsequent purchases that month.
- 26.8 We will take reasonable steps to make our Facebook Billing Service available to you at all times, but we cannot guarantee that we will provide our Facebook Billing Service to you in a timely, continuous or fault-free manner.

#### **Content**

- 26.9 We are not responsible in any way for content bought by you from Facebook using our Facebook Billing Service. We do not guarantee its accuracy, suitability or quality and are not responsible for setting the price of any third party content.
- 26.10 Your use of any content purchased using our Facebook Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in Facebook or the developer of that application.
- 26.11 If you have any complaints about any content (other than issues relating to charges imposed via our Facebook Billing Service), you must contact the merchant of record for that application in Facebook or the developer of that application. This is in addition to any rights you may have against us under any applicable law.

#### **Errors or Disputed Charges**

- 26.12 If you wish to dispute a charge relating to the Facebook Billing Service you must contact the merchant of record by calling 1800 633 538 or the contact number as stated in your Bill Literal for the corresponding purchased item. This is in addition to any rights you may have against us under any applicable law.

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## Telstra Mobiles Section

### Part G – Data Services

26.13 Any refunds of amounts paid by you to purchase content via the Facebook Billing Service must be agreed between us and the merchant of record for that content. 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. You agree that where the content charges are refunded that you may be no longer able to access those contents on your Facebook account.

#### Privacy

26.14 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 Facebook Billing Service. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

26.15 When you use our Facebook Billing Service, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for Facebook to provide you with content purchased through Facebook .

#### General

26.16 You acknowledge and agree that we may cease to provide Facebook Billing Services if our agreements with Bango.net Limited or with any merchant of record for Facebook ends. We will try to provide you as much notice as possible before we cease providing Facebook Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

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## 27 BlackBerry Advanced Service

### What is the BlackBerry Advanced service?

27.1 The BlackBerry Advanced service (**BlackBerry Advanced**) allows eligible customers to enable advanced security features on their compatible BlackBerry device.

### Availability

27.2 We supply BlackBerry Advanced for business purposes and you must use BlackBerry Advanced predominantly for business purposes.

27.3 To obtain the benefits of BlackBerry Advanced you need:

- (a) BES 10.1+ service software; and

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## Telstra Mobiles Section

### Part G – Data Services

- (b) for each intended user of BlackBerry Advanced:
  - (i) a compatible BlackBerry 10 device (OS 10.1+);
  - (ii) a BlackBerry 10 Client Access Licence; and
  - (iii) an eligible Telstra Business mobile voice plan (as determined by us), which you need to pay for separately.

27.4 If you cease to meet the requirements in section 31.3 (a) and (b) you will still be charged for BlackBerry Advanced until you contact us to cancel your BlackBerry Advanced service.

#### **BlackBerry Advanced service**

27.5 BlackBerry Advanced is available on a casual month to month basis.

27.6 We charge you \$15 per month for each BlackBerry Advanced service you request. You need to purchase a BlackBerry Advanced service for each intended user.

#### **BlackBerry 10 Client Access Licences**

27.7 You may purchase BlackBerry 10 Client Access Licences from us.

27.8 If we sell you BlackBerry 10 Client Access Licences on an annual basis, this means that your licences will expire 12 months from the date of activation. It will not automatically renew, and you must purchase a new BlackBerry 10 Client Access Licence on or before it expires.

27.9 We are not able to keep a record of your BlackBerry 10 Client Access Licences or their expiry dates, or send you any reminders or warnings before they expire. You are responsible for keeping records of the expiry dates for your BlackBerry 10 Client Access Licences.

27.10 You must pay for each BlackBerry 10 Client Access Licence upfront. If you cancel the BlackBerry 10 Client Access Licence before it expires, you will not be entitled to a prorated refund of the unused portion of the licence fee.

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#### Additional terms

27.11 You must also comply with the terms of Research in Motion Limited (RIM) for the use of BlackBerry Advanced and BlackBerry 10 Client Access Licences software licence as advised to you by RIM.

#### Your information

27.12 We may use and disclose personal information about you and your users in accordance with our Privacy Statement, including to provide the BlackBerry Advanced service, or BlackBerry 10 Client Access Licences, to you. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

#### Support

27.13 We will operate a helpdesk for all of your services connected to BlackBerry Advanced. 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 BlackBerry Advanced. The helpdesk will operate 24x7. 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.

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

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## 28 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. For further information please visit: [tel.st/3g](http://tel.st/3g)

28.1 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### Required Hardware and Software

28.2 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**).

28.3 The currently available eligible devices and compatible software include:

<b>Fleet Complete Hardware device</b>	<b>Compatible Fleet Complete application software licence</b>
GO9 4G Plug and Play Device GO9 4G Ruggedised	<ul style="list-style-type: none"> <li>• MyGeoTab Base Plan 21;</li> <li>• MyGeoTab Business Plan 21; or</li> <li>• MyGeoTab Fleet Plan 21</li> </ul> <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 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 Asset Tracker Software for AT6/AT7
AT7 4G Heavy Asset Tracker	FC Web Asset Tracker Software for AT6/AT7
FT1 4G Plug & Play	<ul style="list-style-type: none"> <li>• FC Web Platform; or</li> <li>• FC Web Basic</li> </ul>

Previously available and still supported devices and compatible software include:

<b>Fleet Complete Hardware device</b>	<b>Compatible Fleet Complete application software licence</b>
MGS800 4G	<ul style="list-style-type: none"> <li>• FC Web Platform; or</li> <li>• FC Web Basic</li> </ul>

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## Telstra Mobiles Section

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3G Go7 Plug & Play, Go7 Rugged, Go7 Fixed Install	<ul style="list-style-type: none"> <li>• MyGeotab Base Plan, MyGeotab Business Plan, MyGeotab Fleet Plan</li> <li>• MyGeotab Base Plan 21, MyGeotab Business Plan 21, MyGeotab Fleet Plan 21</li> </ul>
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28.4 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**”).

28.5 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**”). As Telstra does not offer this service, you will need to acquire this service from Fleet Complete Pty Ltd (“**Fleet Complete**”) or another third party provider. However, you must purchase this Satellite Unit from Telstra. Note: this is only compatible with the Go9 4G device.

28.6 If you take up an Iridium satellite network service from Fleet Complete or another third party, you’ll be billed directly by Fleet Complete or your other third party provider for data usage on your Satellite Unit. Note: this is only compatible with the Go9 4G device or the AT5 Satellite Asset Tracker.

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

<b>Fleet Complete Hardware Devices, Accessories, and Services</b>	<b>Description</b>
GO9 4G Device - Plug and Play Device  GO9 4G Device - Ruggedised	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.  The Plug & Play version usually does not require professional installation.
	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
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

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## Telstra Mobiles Section

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AT1 4G Light Asset Tracker	An asset tracker solution that provides location information at preprogrammable timed intervals, using the Telstra 4G network
AT5 Asset Tracker	An asset tracker solution that provides location information at preprogrammable timed intervals, using satellite technology
AT6/AT7 4G Heavy Asset Tracker	An asset tracker solution that provides location information at preprogrammable 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.
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.
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

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## Telstra Mobiles Section

### Part G – Data Services

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.
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
<b>Fleet Complete Software</b>	<b>Description</b>
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.

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## Telstra Mobiles Section

### Part G – Data Services

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 timeconsuming vehicle logbook and calculate your maximum FBT return.

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

<b>Fleet Complete Hardware Devices, Accessories, and Services</b>	<b>Description</b>
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

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## Telstra Mobiles Section

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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

28.8 You must use your Fleet Complete Solution in accordance with our Acceptable Use Policy available via [www.telstra.com](http://www.telstra.com).

#### Eligibility

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

#### Software Licence Terms

28.10 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.

28.11 You understand that you must not:

- (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;

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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 28.11(a) to 28.11(f) above.

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

#### Data Plans

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

28.14 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

28.15 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
  - (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;

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(“**Repayment Option**”); or

- (c) A bundled hardware and software option, where you will need to enter into a 36month 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 and ;

(“**Task Tracker**”).

28.16 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.

28.17 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.

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#### **Cancelling, Changing or Terminating the Fleet Complete Solutions**

- 28.18 Hardware ETCs will apply for the Fleet Complete Hardware on a Repayment Option or a Bundled Option or 3G migration Offer in accordance with clause 34.21, below.
- 28.19 You can cancel your Fleet Complete Software licence at any time by telling us in writing at least 30 days beforehand. However, if you cancel a Fleet Complete Software licence, you will be unable to use the Fleet Complete Solution, and may have ETC's applied.
- 28.20 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.
- 28.21 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.

#### **Termination**

- 28.22 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.
- 28.23 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:

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

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)

#### **For software:**

- 28.24 For certain software products which have a minimum term, we may charge you ETC if your contract is cancelled or terminated (other than for our material breach) before the

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end of the minimum term. The ETC will be 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).

- 28.25 You agree that all applicable Hardware ETCs and Software ETCs are a genuine preestimate of the loss we are likely to suffer.

#### **Additional terms**

##### **Helpdesk**

- 28.26 You can contact us by telephone for support or with questions on your Fleet Complete Solution.
- 28.27 If we cannot resolve the queries you raised under clause 33.23 above, we will refer your queries to Fleet Complete support.
- 28.28 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**

- 28.29 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.
- 28.30 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.
- 28.31 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 autoelectrician who holds all requisite qualifications in Australia. Also, you must make the Fleet Complete Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

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## Telstra Mobiles Section

### Part G – Data Services

28.32 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.

28.33 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**

28.34 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.

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

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

#### **Security of data**

28.37 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.

28.38 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).

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

#### **General**

28.40 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.

# Our Customer Terms

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### Part G – Data Services

28.41 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.

28.42 You agree to indemnify Fleet Complete and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in clause 33.9.

28.43 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;

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- (f) the Fleet Complete Software may be subject to outages and may not be available online at all times;
- (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

28.44 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.

28.45 You agree that from time to time Fleet Complete may update to the Fleet Complete Software.

28.46 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

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- (ii) any functionality or performance of the Fleet Complete Hardware or not in accordance with the specifications applicable to the Fleet Complete Hardware.

28.47 The voluntary warranty in clause 33.41 does not apply if:

- (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.

28.48 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.

28.49 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 in relation to our express voluntary warranty:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Fleet Complete Solution;
- (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; and
- (c) our liability to you for all claims for damages in connection with your Fleet Complete 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 Fleet Complete Software licence(s) in the three months prior to your claim; or
  - (ii) for replacing the Fleet Complete Hardware, or the repair of the Fleet Complete Hardware.

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28.50 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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## 29 Telstra Global Wi-Fi

### What is Telstra Global Wi-Fi?

- 29.1 Telstra Global Wi-Fi enables Wi-Fi access to the internet while travelling overseas using a client software on an eligible Desktop (such as an approved laptop or PC or other device Telstra advises is compatible) or an eligible Smart Device (such as approved smart phones and tablets or other devices Telstra advises is compatible).
- 29.2 The service is provided by a third party iPass Inc “iPass”.
- 29.3 In this section:
- (a) “Client Software” means software used in connection with the Telstra Global WiFi service consisting of the executable version(s) of the iPass proprietary client software code, including any updates to it and associated end user documentation. Telstra or iPass may provide you with updates that replace the current version
  - (b) "End Users" means your end users who are registered and permitted access to the Telstra Global Wi-Fi service and includes your employees and officers who you have provided access to the Telstra Global Wi-Fi service.

### Functionality of the Telstra Global Wi-Fi service

- 29.4 The Telstra Global Wi-Fi service includes the following:
- (a) a Client Software licence for each End User for use of the Client Software, subject to the Terms of Use set out in clause 29.43;
  - (b) a self service portal where employees can self register for Telstra Global Wi-Fi, download the Client Software and configure the Client Software;
  - (c) internet access services overseas using the Telstra Global Wi-Fi networks provided by iPass Inc. (**Global Roaming Footprint**). You cannot access the internet in all countries on the Global Roaming Footprint. A list of countries

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

where it is available is listed at <http://www.ipass.com>. iPass may amend the list at any time. Access to the Global Roaming Footprint is subject to the Terms of Use set out below;

- (d) a monthly report on End Users (if you subscribe to a Day Pass); and (e) access Telstra's Global Wi-Fi Service Desk to raise a fault ticket.

29.5 Customers who subscribe to an Enterprise Pass Plan will also get access to an administration portal where they can:

- (a) Configure the Client Software and customise the way End Users receive the Client Software. This functionality is dependent on device type.
- (b) Use the Client Software on a Desktop as part of your standard operating environment (SOE) to assist End Users connect to internal company Wi-Fi and Virtual Private Networks (VPN). This functionality is dependent on device type.
- (c) Access advanced reporting on End Users
- (d) Track the status of faults escalated to iPass
- (e) Register employees centrally on their behalf (rather than employees needing to self register)

#### Eligible Devices

29.6 In order to receive the Telstra Global Wi-Fi service, you must also acquire or already have an eligible Desktop or eligible Smart Device (together Eligible Equipment).

29.7 An eligible Desktop is a personal computer with Wi-Fi capabilities running Microsoft Windows XP or later operating systems or Apple Mac.

29.8 An eligible Smart Device is a Telstra approved smartphone or tablet which allows you to access the Telstra Global Wi-Fi service. Some eligible Smart Devices may also be used as a tethered modem to access the Global Wi-Fi service on an eligible Desktop, but not all eligible Smart Devices can be used in this way. On your request, Telstra will advise you of which eligible Smart Devices can be used as a tethered modem.

29.9 Telstra provides no guarantee that BYO Eligible Equipment will be compatible with the Global Roaming Footprint or software client.

#### Eligibility to access the Telstra Global Wi-Fi service

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29.10 To access the Telstra Global Wi-Fi service you must subscribe to a Day Pass or an Enterprise Pass Plan.

29.11 To be eligible to subscribe to a Day Pass or an Enterprise Pass Plan:

- (a) you must have an ABN, ACN or ARBN;
- (b) a 10 digit Account Number; and
- (c) cannot have an existing Enterprise Mobile Broadband Plus service.

29.12 You cannot subscribe to both a Day Pass and an Enterprise Pass Plan.

#### **Day Pass**

29.13 A Day Pass gives you access to the Telstra Global Wi-Fi for twenty-four (24) consecutive hours (Day Pass Period).

29.14 The Day Pass Period commences when an End User first connects their compatible Desktop or Smart Device to a Wi-Fi hotspot from the Global Roaming Footprint.

29.15 We will charge you and you must pay us \$15 per End User per Day Pass Period.

#### **Enterprise Pass Plans**

29.16 An Enterprise Pass Plan gives you unlimited access to the Telstra Global Wi-Fi for a minimum monthly fee. We will charge you and you must pay us:

- (a) the minimum monthly fee of \$2500 per month (which gives you access for up to 100 End Users), and
- (b) \$20 per month (for every End User over and above the 100 End Users referred to in clause 29.16(a)).

For example, if you take up an Enterprise Pass Plan for 105 End Users, you must pay us \$2600 per month (which consists of the minimum monthly fee of \$2500 and \$100 for the five additional End Users at \$20 per month).

29.17 We will charge you the access fees set out in clause 29.16 even if some or all of the End Users are not roaming overseas for the month (or part of that month).

#### **Use of our Telstra Global Wi-Fi service**

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## Telstra Mobiles Section

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- 29.18 Each End User must register for the Telstra Global Wi-Fi (or you can register End Users on their behalf), download Client Software and configure this Client Software before they can access the internet on the Global Roaming Footprint.
- 29.19 You are responsible for the use of your Telstra Global Wi-Fi service by your End Users.
- 29.20 Each End User may access the internet on the Global Roaming Footprint on an aggregate maximum of 3 eligible Desktop devices or eligible Smart Devices.
- 29.21 You are responsible for ensuring that your End Users do not share their credentials with others (including other End Users). If we identify that a non-registered user is accessing the Telstra Global Wi-Fi service with an End Users credentials or that the credentials are being used to access the Global Roaming Footprint by more than one of your End Users, Telstra may provide you with written notice of this and if you do not rectify the conduct within 5 days following the notice date, Telstra may suspend or terminate your access to

the Telstra Global Wi-Fi service, or charge you for the additional use in accordance with the charges set out in clause 29.16 . Although Telstra will use its reasonable care and skill in providing you the Telstra Global Wi-Fi service, due to the nature of telecommunication and Wi-Fi networks, Telstra does not guarantee that the Telstra Global Wi-Fi service will provide you with a continuous connection.

- 29.22 Telstra will provide information about the limitations in the above clause to you on request.

#### **Term and Termination**

- 29.23 Telstra may exit the Telstra Global Wi-Fi services, our Day Pass and our Enterprise Pass Plan at any time by giving you 30 days written notice.
- 29.24 Our Enterprise Pass Plan is offered on a casual basis, and you may terminate your plan at any time. If you terminate your plan part way through a billing period, your access fees will not be pro-rated for that month. Client Software must be deleted and uninstalled from all devices.

#### **Usage Restrictions**

- 29.25 You must comply, and ensure that your End User's comply with the Telstra Global Wi-Fi Terms of Use.
- 29.26 In using any part of the Telstra Global Wi-Fi service, you must also ensure that your End Users:

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- (a) must ensure that login names, passwords or any other authentication information or devices remain secret and secure, and that each set of login information is accessible to and used by only one End User;
- (b) must not:
  - (i) engage in any act of a malicious nature which may reasonably result in harm or damage to another person's service or privacy;
  - (ii) operate mail list, listserv, 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;
  - (iii) attempt to intercept, redirect, or otherwise interfere with communications intended for others;
  - (iv) use the Telstra Global Wi-Fi service to deliberately send excessively large attachments to one recipient;
  - (v) alter, add, remove or modify source IP address information or use forged headers (a.k.a. "spoofing") in an effort to deceive or mislead;
  - (vi) attempt to fraudulently conceal, forge, or otherwise falsify an End User's identity in connection with use of the Telstra Global Wi-Fi service;
  - (vii) use the Telstra Global Wi-Fi service to knowingly commit verbal or written threats towards another person. This may include posting or transmitting a person's real life information (name/address/phone number) in a malicious manner;
  - (viii) use the Telstra Global Wi-Fi service to send threatening or harassing messages which suggest that the sender is planning to engage in some type of criminal activity. Generally threats to public officials, references to bombings, bank heists, and activities that threaten national security, are considered serious violations; and
  - (ix) attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of an End User's connection, including the use of pingbots and other methods of avoiding timing disconnection.

#### **Hardware and Software obligations**

29.27 You:

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- (a) agree to accept and comply with any Telstra Global Wi-Fi Terms of Use for the Client Software (and any updates to the software) that are made available in Telstra's application form, in this Agreement or as notified by Telstra from time to time;
- (b) must install, manage and maintain any software or hardware required for the Global Wi-Fi service in accordance with Telstra's reasonable directions;
- (c) must ensure that your Desktops or Smart Devices meet any technical requirements notified to you by us from time to time;
- (d) are solely responsible for maintaining your software, hardware and systems including the selection and installation of software (including operating system) patches and updates;
- (e) are solely responsible for any use of the Telstra Global Wi-Fi service by you, and End Users or any third party whether authorised or not.

#### **Intellectual Property**

29.28 You will not own any intellectual property rights in relation to the Telstra Global Wi-Fi service.

29.29 If Telstra provides you with any documents, processes or software as part of the Telstra Global Wi-Fi service, Telstra (or its licensors) own the intellectual property rights. You must immediately inform Telstra if you become aware of any infringement or suspected infringement of intellectual property rights.

#### **Special additional privacy terms for the Telstra Global Wi-Fi service**

29.30 In relation to you and each of your End Users:

- (a) you acknowledge that in order to use the Telstra Global Wi-Fi service, you must provide the following information to Telstra and our service provider:
  - (i) user name/identification; and (ii) domain/realm.
- (b) In order to provide the Telstra Global Wi-Fi service to you, Telstra and our service provider may collect the following information:
  - (i) authentication domain and user name/identification;

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- (ii) date, time and duration of session;
  - (iii) technical or network data provided to or obtained by Telstra in connection with the provision of the Telstra Global Wi-Fi service;
  - (iv) device registry; and
  - (v) country, state, and city where the Telstra Global Wi-Fi service was used (collectively the **Information**).
- (c) As indicated above, when an End User uses a Telstra Global Wi-Fi service on the Global Roaming Footprint, Telstra and our service providers will be able to identify where the End User is located. The Information is required to supply the Telstra Global Wi-Fi service (including support services) and to invoice you (as applicable). Location technology will not be used for any purpose other than providing the Telstra Global Wi-Fi service to you and ensuring authorised use of the Telstra Global Wi-Fi service on the Global Roaming Footprint. Telstra and our service provider consider our ability to locate where an End User is when using a Telstra Global Wi-Fi service on the Global Roaming Footprint to be fundamentally necessary to enable Telstra and our service provider to provide the Telstra Global Wi-Fi service. Therefore if you object to Telstra's use of location identification technology, you should not use the Telstra Global Wi-Fi service.
- (d) Telstra may disclose the Information to third party service providers in Australia and overseas. These third party service providers may use and disclose the Information, both in Australia and overseas, to provide services to you, or to provide services to Telstra that will enable Telstra to provide the Telstra Global Wi-Fi service to you.
- (e) Telstra and our service provider will obtain calling line identification (**CLI**) data (the telephone number used to connect to the Telstra Global Wi-Fi service) when an End User uses the Telstra Global Wi-Fi service, regardless of whether or not calling number display has been blocked or if the End User is using a silent telephone number. However, Telstra and our service provider will only use the End User's CLI data for purposes connected with the provision of the Telstra Global Wi-Fi service (such as fraud prevention) in accordance with the Telecommunications Act 1997 (Cth) and other applicable laws. Telstra will not disclose the End User's CLI data to third parties except as permitted by law.

#### Service Levels

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- 29.31 Telstra aims to meet the provisioning service levels, service assurance levels and the target success rate for your service. You acknowledge that Telstra's service levels, service assurance levels and the target success rate are targets only and Telstra will not be responsible for failing to meet them.

#### Enterprise Account Provisioning Time

- 29.32 The target provisioning time for an Enterprise account is 28 business days from Telstra's acceptance of your order. Telstra will not accept an order until you have provided all information reasonably required by Telstra to assess the order. Telstra will supply you with provisioning times for moves, adds and changes to your Global Wi-Fi service upon request.
- 29.33 Telstra's target provisioning time starts on the date Telstra accepts your order and ends on the completion of provisioning.
- 29.34 Telstra's target provisioning times are indicative only. Telstra aims to meet the target provisioning times but is not required to do so.

#### HelpDesk

- 29.35 You must provide first level help desk support to your End Users. You must manage your user credentials (logins and passwords) and undertake initial fault diagnostics before reporting problems to Telstra's Global Wi-Fi Service Desk.
- 29.36 You must appoint a person in your organisation (a Trusted Customer Officer) to be your point of contact with Telstra's Global Wi-Fi Service Desk.
- 29.37 If your help desk is unable to resolve a problem and determines the problem to be a Global Wi-Fi problem, your Trusted Customer Officer may contact Telstra's Global Wi-Fi Service Desk on [globalwifi@team.telstra.com](mailto:globalwifi@team.telstra.com) (available 24 hours per day, 7 days per week). Alternatively your helpdesk can contact 1800 699 434. Calls from overseas can be made to this number by inserting the international number prefix +61 1800 699 434. Charges apply when calling from overseas.
- 29.38 Only your Trusted Customer Officer may report a fault to Telstra's Global Wi-Fi Service Desk. Your Trusted Customer Officer should be prepared to answer the following questions:
- (a) Is there a problem accessing or using the online portal?

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- (b) Has the Global Wi-Fi service worked before (ie is this a newly commissioned service)?
- (c) How many End Users are affected?
- (d) What error code is the End User getting on the client connection log?
- (e) What type(s) of access service is being used and where is the End User?
- (f) Is the End User experiencing data/speed issues?
- (g) If the access service is supplied by a provider other than Telstra, who is the supplier of the access service?

#### **Service Level Assurances when using the Global Wi-Fi service on the Global Wi-Fi Global Roaming Footprint**

29.39 Telstra's Global Wi-Fi Service Desk will perform an analysis of your problem and if the problem is identified to relate to the Global Roaming Footprint; and

- (a) if the problem is identified to be within the core systems managed by iPass (“**Global Wi-Fi Core Systems**”), the following service levels will apply.

<b>Service</b>	<b>Response Target</b>	<b>Restoration Target</b>	<b>Maintenance Coverage Period</b>
Global Wi-Fi Core Systems	120 min	12 hours	24 hours per day, 7 days per week (including public holidays)

- (b) if the problem is identified to be within an access service provided by Telstra then the service levels described above for that service will apply.
- (c) if the problem is identified to be within an access service provided by a service provider other than Telstra, it will be your responsibility to contact that provider. Telstra is not responsible for access services not provided by Telstra.

29.40 Telstra's Response Time is the period commencing when a valid service fault report is received by Telstra's Global Wi-Fi Service Desk and ending when Telstra tells you that work has commenced to identify the fault;

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### Part G – Data Services

29.41 After Telstra's Global Wi-Fi Service Desk receives a valid fault report, Telstra will analyse the fault condition and notify you as to what Restoration Target will apply. Telstra's Restoration Time is the period commencing with this notification and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used,

29.42 All performance service levels are indicative targets only.

#### Telstra Global Wi-Fi - Terms of Use

29.43 In addition to the definitions in clause 29.3, in this Telstra Global Wi-Fi Terms of Use section, the following words have the following special meanings:

**Service** means, for the purpose of these Terms of Use, iPass proprietary remote Internet access service that permits users to connect to and use the Internet via points of presence which is supplied to you by Telstra as part of the Global Wi-Fi service.

**Software** means the Client Software and Server Software.

**Update** means an updated, revised, or enhanced version of the Software that Telstra or iPass may make available to you from time to time.

#### General

29.44 For some components of the Telstra Global Wi-Fi service, Telstra will supply you with software and services that it acquires from iPass under a reseller relationship. You agree to be bound by these Terms of Use in relation to the software and services that Telstra acquires from iPass and provides to you.

29.45 You acknowledge and agree that you are responsible for End Users use of the Service and any breach of these Terms of Use by an End User using the Service through you is a breach by you.

#### Software Licence

29.46 Subject to the terms and conditions of these Terms of Use, Telstra grants you a worldwide, non-exclusive, non-transferable licence to reproduce (on all eligible Smart Devices and eligible Desktops from which you use the Service and for backup and archival purposes) and execute the Client Software solely to enable your use of the

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### Part G – Data Services

Service. Each End User may use the Client Software on up to three of their own eligible Desktops or eligible Smart Devices.

#### Software Restrictions

- 29.47 Except as permitted by law which cannot be excluded, you agree not to cause or permit the reverse engineering, translation, disassembly, or decompilation of the Software and you further agree not to attempt to derive the source code of the Software, whether in whole or in part.
- 29.48 Where a law gives you the right to do so to obtain information necessary to enable the Software to interoperate with other software, you must first notify Telstra of your desire to reverse engineer the Software, and Telstra may, in its discretion, either provide such information to you, or impose reasonable terms and conditions on such use of the Software to ensure that Telstra and its supplier's proprietary rights are protected.

#### Software Ownership

- 29.49 You acknowledge and agree that the Software is licensed and not sold. As between the parties, Telstra or its relevant suppliers will retain all title, copyright and other proprietary rights in and to the Service, the Software, and any other technology, services, or materials that Telstra may provide to you under this Service Schedule. For the avoidance of doubt, you acknowledge that no right to or licence in the source code for the Software is granted to you under these Terms of Use. You will not obfuscate, alter, or remove any copyright, trademark, or other proprietary notice or legend on or in the Software or any iPass web content and will include all such markings in all copies of such materials. You acknowledge and agree that Telstra may disclose your usage data to its suppliers and other third parties for the purpose of providing the Service and Software to you.

#### Service Use Restrictions

- 29.50 You will not use the Service to take any actions that:
- (a) infringe on any third party's copyright, patent, trademark, trade secret, privacy or other proprietary rights;
  - (b) violate any applicable law, statute, ordinance or regulation (including without limitation those regarding export control);
  - (c) are defamatory, threatening, harassing, or obscene; or
  - (d) interfere with or disrupt Telstra's (or Telstra's suppliers) network, other users, services or equipment. Disruptions include distribution of unsolicited bulk emails or chain letters; causing an excessive or disproportionate load on Telstra's (or its

### Part G – Data Services

suppliers') infrastructure; distribution of viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; and the unauthorised entry to any machine accessible via the network.

29.51 You may not resell or redistribute any of the Services and you will comply with the usage policies of Telstra and its applicable suppliers, which Telstra will make available to you.

#### Termination

29.52 Notwithstanding any other clause in this Agreement, if you fail to comply with these Terms of Use then Telstra may provide you with written notice of your breach and if you do not cure such breach within 15 days following the notice date, Telstra may suspend or terminate your access to the Service.

29.53 In the event of suspension or termination, you must destroy all copies of the Software.

#### Disclaimer of Warranty

29.54 To the extent permitted by law, the Software, the Service, the documentation Telstra provides you for this Service, and all other associated material is provided to you “as-is” and Telstra makes no guarantee or representation, express or implied, relating to the suitability or capability of the Software and Service for your needs.

29.55 Due to the nature of the services, Telstra cannot and does not warrant that the services will be continuous, timely or error-free or that the Service will be available on a certain date or time. You acknowledge that disconnection may occur from time to time and that access to the network cannot be guaranteed.

#### Limitation of Liability

29.56 Telstra and its suppliers exercise no control whatsoever over the content of the information passing through its systems. Telstra acknowledges that use of any information obtained via the Service is at your own risk and Telstra (and its suppliers) specifically deny any responsibility for the accuracy or quality of information obtained through the Service.

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## 30 Withdrawal of Data Packs, Introduction of Extra Data

### Background and Application

30.1 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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## Telstra Mobiles Section

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- 30.2 Unless we otherwise advise, this clause 30 applies to all old plans set out in this document, with the exceptions noted below.

#### Data Packs

- 30.3 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.
- 30.4 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

- 30.5 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.
- 30.6 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
- 30.7 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.
- 30.8 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.

### Part G – Data Services

## 31 Premium Direct Billing

### What is Premium Direct Billing?

- 31.1 Premium Direct Billing allows you to pay for third party content purchases such as digital content and subscription services that you access and agree to acquire via your mobile device. The charges appear on your Post-Paid Telstra bill or are debited from your Pre-

Paid credit balance. On and from **3 March 2018**, this service is no longer supported by Telstra and we stopped allowing certain third party services to be billed under Premium Direct Billing.

### Complaints and enquiries

- 31.2 If you have a complaint about Premium Direct Billing charges you can contact us directly. If a complaint is not resolved to your satisfaction you can also contact the Telecommunication Industry Ombudsman.
- 31.3 If you have any enquiries about accessing Premium Direct Billing services on and from **3 March 2018**, you can raise them with the service provider directly. You'll find the helpline number of the service provider under the 'Third Party Purchases' section on your Post-Paid Telstra bill, or at [telstra.com/pdb](https://www.telstra.com/pdb).

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## 32 Telstra LANES Emergency & Business Critical Data (BCD)

### Services

#### What are the Telstra LANES Emergency and Business Critical Data Services?

- 32.1 The Telstra LANES Emergency and Business Critical Data Services (**LANES Services**) are mobile broadband data solutions that provide network access prioritisation and preferential data treatment on our existing 4G core network (**Public Mobile Network**) for Eligible Customers, as defined in our agreement with you. 4G Network. The LANES Services are available on a month-to-month casual basis.
- 32.2 The LANES Services comprise the following components:
- (a) provision of access prioritisation to connect to our Public 3G, 4G and 5G Mobile Network, as defined in our agreement with you;
  - (b) preferential data treatment on our Public 4G Mobile Network, as defined in our agreement with you

### Part G – Data Services

- (c) the ability to connect Approved Devices using Telstra LANES to your LANES Services;
- (d) Other Included Services; and (e) Service Level Assurances.

32.3 The LANES Services consist of two separate Services depending on the eligibility of a customer. Business Critical Data Service (**LANES BCD Service**) and LANES Emergency Service (**LANES Emergency Service**).

#### Eligibility

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

- 32.6 The LANES Services should only be accessed using Approved Devices. Approved Devices are:
- (a) standard devices, purchased from us and certified for use with the LANES Services (**Standard Devices**); and
  - (b) non-standard devices which we have certified as being compatible with the LANES Services as below (charges for certification apply, as set out in our agreement with you) (**Non-Standard Devices**).

(together “**Approved Devices**”).

It is strongly recommended the devices you plan to use with your LANES Services have formal LANES certification. Only Approved Devices will receive full support from Telstra for any issues experienced. For a current list of Approved Devices, please email [lanesproductsupport@team.telstra.com](mailto:lanesproductsupport@team.telstra.com) with a request. 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.

- 32.7 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 Services. There is

### Part G – Data Services

no charge for Custom APN Configuration. 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.

#### **Standard Devices**

- 32.8 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 Services. The Standard Devices 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**

- 32.9 If you wish to use your own device, you can apply to us for the device to be certified for use with the LANES Services and we will notify you promptly of our decision whether or not to certify your device. If we choose to certify your device, we will charge you a fee for certification of your device with the LANES Services as set out in our agreement with you. The charge will vary depending on the device you would like certified. We will advise you of the applicable charge prior to the certification, and only certify the device if you accept the charge. 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 Services.

- 32.10 If a device is certified as compatible with the LANES Services, it is certified based on the circumstances, including software on the device when tested and our Public Mobile Network configurations at the time of certification. If any circumstances change which impact the compatibility of the device with the LANES Services, the device will no longer be considered certified and will no longer be a Non-Standard Device. 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 Services.

#### **Non-Approved Devices (Bring Your Own Device)**

- 32.11 Any device you choose, other than an Approved Device, or any Approved Device that you alter (including changing the configuration, operating system or firmware), will be considered a non-approved device (**Non-Approved Device**).
- 32.12 If you choose to use a Non-Approved Device, you accept responsibility for all risk associated with using the device and for the management of the device lifecycle. We do not provide any guarantee that a Non-Approved Device will be compatible with the LANES Services and we are unable to provide support for any such device, including support to resolve any device/network interworking issues.

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32.13 If you use a Non-Approved Device with the LANES Emergency Services, you accept that the device may operate in ways that may compromise the LANES Services. If it interferes with the service or other customers in any way, we may immediately disconnect that Non-Approved Device from the LANES® Services. We will notify you within a reasonable time if we have disconnected your Non-Approved Device from the service.

32.14 Any Non-Approved Devices that you may wish to use with LANES Emergency Service and/or LANES BCD Service should be assessed against Telstra's minimum device requirements and configuration items for a basic level of compatibility with Telstra's networks and LANES Emergency Service or LANES BCD Services, which are covered in Telstra's BYOD requirements document. Complying with the guidelines in this document does not constitute Telstra LANES® / BCD device approval, and does not guarantee full network interoperability or future interworking. Please contact DeviceTechnology@team.telstra.com to get the latest copy of BYOD requirements document, which we update from time to time.

#### **TELSTRA LANES COMPATIBLE PLANS**

##### **Current plans compatible with the LANES Service**

32.15 In order to access the LANES Services, you are required to use a compatible Telstra Mobile data or voice/data plan (**Compatible LANES Data Plans**). We will tell you which plans are eligible at the time you apply.

##### **Plans no longer available for sale with the LANES Service**

32.16 Previously there were two Compatible LANES 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. These plans are no longer available with the LANES Services.

32.17 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.

32.18 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

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

32.20 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**

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

#### **BCD Voice Plans**

32.22 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).

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

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

32.25 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).**

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## Telstra Mobiles Section

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- 32.26 The included call allowances provided with your BCD Voice Plans cannot be shared.
- 32.27 Any unused call allowances expire at the end of each billing month.
- 32.28 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.
- 32.29 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)**

- 32.30 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 Mobile network within Australia. When roaming overseas, customers will not receive access prioritisation or preferential data treatment.
- 32.31 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.
- 32.32 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**

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

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## Telstra Mobiles Section

### Part G – Data Services

32.36 Telstra LANES SIMs 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.

32.37 You must not resell Telstra LANES SIMs that are supplied to you by us.

32.38 We will activate the Telstra LANES SIMs for each Approved Device when the Telstra LANES SIM is dispatched to you.

#### **OTHER INCLUDED SERVICES**

32.39 As part of the LANES Service, we will provide you with the following additional Services.

32.40 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**

32.41 The Telstra LANES Portal can be accessed via <https://lanes.telstra.com>

32.42 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.

32.43 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).

32.44 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.

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## Telstra Mobiles Section

### Part G – Data Services

32.45 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.

32.46 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**

32.47 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.

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

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

#### **Dealing with Faults:**

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

32.51 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.

32.52 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?

### Part G – Data Services

- (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?
- (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?

32.53 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**

32.54 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).

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

32.56 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.

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

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### Part G – Data Services

#### TERMS OF USE

32.58 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.

32.59 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.

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

32.61 You must keep your passwords and other identification codes for your LANES Service secure.

32.62 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;

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- (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;
  - (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.

32.63 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

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the LANES Service to construct products or services that may compete with the LANES Service.

- 32.64 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**

- 32.65 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.

- 32.66 **Authorised Users** and **Delegated Customer Officers** are people you advise us are authorised to act for you as described in this section.

- 32.67 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.

- 32.68 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.

- 32.69 Authorised Users and Delegated Customer Officers must follow the fault process set out above.

- 32.70 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**

- 32.71 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the LANES Service.

- 32.72 You must not take any action that jeopardises our (or our licensors') rights in or related to the LANES Service.

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32.73 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.

32.74 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.

32.75 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.

32.76 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**

32.77 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.

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## **33 The MTData In-Vehicle Telematics Solution**

33.1 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**

33.2 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.

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**OPTIONAL ADD ONS**

33.3 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**

33.4 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.

33.5 Except where liability cannot be excluded due to the operation of law, 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**

33.6 Installation cost in metropolitan and regional areas for the Hardware is described in the application form.

33.7 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 noncompliance is directly caused by our (or our subcontractor's) performance of the Services under this agreement; and

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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**

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

#### **TERM**

- 33.9 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.
- 33.10 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**

- 33.11 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**

- 33.12 If you purchase a Solution from us, we will grant you a non-exclusive and nontransferable licence to use the Software for your own internal business purposes during the term of the agreement.
- 33.13 You understand that you must not:
- (a) copy, reproduce or modify the Software (or any associated documentation) or 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;

### Part G – Data Services

- (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.
- 33.14 You understand that you have no rights or interests in the Software other than those expressly granted in this section.
- 33.15 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.
- 33.16 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.
- 33.17 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).
- 33.18 If you breach clause 33.17:
- (a) any costs associated with us performing remedial modifications or the 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 liability which may be incurred by us if such unauthorised modifications or alterations infringe any Intellectual Property Rights of a third person, or otherwise cause us to suffer loss, damage, cost or expense.
- 33.19 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### INTELLECTUAL PROPERTY RIGHTS

33.20 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

33.21 You agree and acknowledge that you will not use the Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.

33.22 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.

33.23 You understand that it is your responsibility to ensure that your use of the Solution complies with any relevant privacy obligations.

33.24 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.

33.25 You must not:

- (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

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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.

33.26 You agree to use the Solution in accordance with our Acceptable Use Policy, available via <https://www.telstraglobal.com/acceptable-use-policy>.

#### SECURITY

33.27 You agree and acknowledge that you are solely responsible for the use, supervision, management and control of the Software.

33.28 You ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use.

33.29 You must keep accurate records of your use of the Software. You allow us to inspect these records at any reasonable time.

#### WARRANTIES

33.30 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.

33.31 If we breach the voluntary warranty in clause 33.30, 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.

33.32 The voluntary warranties in clause 33.30 do not apply if:

- (a) any person has misused the Service or used it in a manner not expressly permitted by any documentation relating to the Service; or
- (b) the breach is caused by:

### Part G – Data Services

- (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.

33.33 We do not provide any warranties in respect of any equipment that you purchase from a third party.

33.34 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 on a full indemnity basis), expenses, losses, damages and other liability (**Loss**) that any of the Indemnified sustain or incur, directly or indirectly, as a result or as a consequence of your failure to comply with this clause, including Loss arising from death, personal injury and/or damage to property.

33.35 You acknowledge that it is your responsibility to consider the effect that installation 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).

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### HELPDESK

33.36 We operate a helpdesk that you may contact by email or telephone for support.

33.37 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.

33.38 The following definitions apply to the MTData 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).

### Part G – Data Services

**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.

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## 34 Arduino MKR NB 1500

### What is Arduino MKR NB 1500?

34.1 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 34.7 and 34.8 below).

34.2 Arduino MKR NB 1500 allows you to program a development board to read inputs or predesigned triggers that will prompt compatible IoT devices to perform specific actions.

### Use and Requirements

### Part G – Data Services

- 34.3 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:
- (c) such software or platform may not be compatible with the Hardware; and
  - (d) the Hardware may not operate or perform as intended.
- 34.4 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.
- 34.5 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.
- 34.6 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**

- 34.7 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.
- 34.8 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**

- 34.9 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:
- (e) an internet connection;
  - (f) to create an account in the T.DEV platform (if you haven't already done so) and agree to the terms and conditions; and
  - (g) to meet any minimum system requirements required to use the T.DEV platform.

#### **Hardware supply**

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### How we deliver and install the hardware

- 34.10 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.
- 34.11 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).
- 34.12 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

- 34.13 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.
- 34.14 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**

- 34.15 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

- 34.16 Your Introductory M2M Data Service and the SIM card provided with it will be disconnected on 29 September 2019.
- 34.17 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;

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- (d) comply with the Wireless Application Development Guidelines (as available at [http://www.telstra.com.au/businessenterprise/download/document/Telstra\\_Wireless\\_Application\\_Development\\_Guidelines\\_Version6\\_Issue.pdf](http://www.telstra.com.au/businessenterprise/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.

34.18 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](http://www.telstra.com.au/mobile/networks/coverage/maps.cfm).

#### When we can suspend or terminate your service

34.19 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.

34.20 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.

34.21 You must not use your Introductory M2M Data Service to connect to the internet via another internet service provider.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

#### Eligible Data Usage

34.22 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**

34.23 In this section 34 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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## **35 EAGLETRACK VEHICLE AND ASSET TRACKING SOLUTION**

### **About the Eagletrack Vehicle and Asset Tracking Solution Section**

#### **Our Customer Terms**

35.1 This is the EagleTrack Vehicle and Asset Tracking Solution section of Our Customer Terms.

35.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <https://www.telstra.com.au/customerterms/business-government> for more detail on how the various sections of Our Customer Terms are to be read together.

#### **Inconsistencies**

35.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the applicable General Terms of Our Customer Terms to the extent of the inconsistency.

35.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### Part G – Data Services

#### EAGLETRACK VEHICLE AND ASSET TRACKING SOLUTION

35.5 The EagleTrack Vehicle and Asset Tracking Solution is a telematics solution which uses the Telstra Mobile Network to help provide near real-time vehicle location and asset tracking, driver performance monitoring, reporting and communication (**Solution**).

##### Eligibility And Availability

35.6 To be eligible for the Solution you must:

- (a) have a valid ABN, ACN or ARBN; and
- (b) have a compatible device that is connected to the internet.

The Solution is not available to Telstra Wholesale customers or for resale, unless we have agreed otherwise in writing with you.

35.7 Your use and access to the Solution is also subject to you acknowledging and agreeing that:

- (a) your mobile devices and other systems (such as desktop and laptop devices) must have data connectivity and access to an Internet connection to be able to access and use the Driver Application, and EagleTrack Software;
- (b) the EagleTrack Software and/or Driver Application (as applicable) must be downloaded and installed on your mobile devices and/or tablets via the App Store or Google Play Store (as applicable); and
- (c) the EagleTrack Software may not be compatible with your systems or your mobile device or tablet.

#### SERVICE FEATURES

35.8 To use and access the Solution you must:

- (a) purchase a compatible hardware device (**Hardware**); and
- (b) purchase a monthly subscription for the web-based vehicle and/or asset tracking software, which is accessible on desktop or laptop devices (**EagleTrack Software**).

35.9 Each Solution is provided in relation to a single vehicle or tracked asset, and comprises:

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (a) access to the EagleTrackSoftware. The following seven options are available depending on the type of Hardware and matching EagleTrack Software it will be used for;
  - i. The EagleTrack Plug & Play Vehicle Tracking Unit 4G must be purchased with an instance of the EagleTrack Vehicle Tracking Platform
  - ii. The EagleTrack Hardwired Vehicle Tracking Unit 4G must be purchased with an instance of the EagleTrack Vehicle Tracking Platform
  - iii. The EagleTrack Powered Asset Tracking Unit 4G must be purchased with an instance of the EagleTrack Asset Tracking Platform
  - iv. The EagleTrack Solar Tracking Unit CatM1 must be purchased with an instance of the EagleTrack Asset Tracking Platform
  - v. The EagleTrack Cat-M1/Bluetooth Tracking Unit must be purchased with an instance of the EagleTrack Asset Track CatM1 App
  - vi. The EagleTrack Cat-M1/Bluetooth Tracking Tag must be purchased with an instance of the EagleTrack Asset Track CatM1 App
  - vii. The EagleTrack Bluetooth Tracking Unit must be purchased with an instance of the EagleTrack Asset Track Bluetooth App
- (b) any of the following optional features if you elect to take them:
  - i. access to the EagleTrack Driver Application;
  - ii. installation services; and
  - iii. Device Accessories (such as the Y-cable).

35.10 Your Solution options will be set out in your Application Form or in a separate agreement with us.

#### **Incompatibilities**

35.11 The Solution is not compatible with other Telstra telematics solutions, including the Fleet Complete GPS Tracking Solution and the Teletrac Navman GPS Fleet and Asset Management Solutions.

### **YOUR RESPONSIBILITIES**

35.12 Once you have purchased the Solution, you may either:

- (a) install the Hardware yourself (or use a third party to install your Hardware); or

### Part G – Data Services

- (b) procure installation services as part of your Solution, in which case, we will install Hardware for you.
- 35.13 If you install the Hardware yourself, or cause such Hardware to be installed by a third party, you are solely responsible for ensuring 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; and
  - (b) does not otherwise impede or compromise in any way the safe operation of the vehicle in which any Hardware is installed (including, without limitation, the operation of airbags and other vehicle systems).
- 35.14 You must ensure that your end users use the Solution in accordance with these terms.

## HARDWARE

### Delivery

- 35.15 We will deliver the Hardware during business hours to the address you provide at the time of ordering or otherwise agreed in writing between you and us.
- 35.16 We will use reasonable efforts to both deliver the Hardware to you by the date we tell you and update you of delivery delays (if any). You may request special delivery of the Hardware and we will use reasonable efforts to accommodate your request. Additional costs may apply and we will agree these costs with you beforehand.
- 35.17 The supply of the Hardware depends on availability from the Supplier, and so we cannot guarantee to meet any particular delivery date.
- 35.18 We will endeavour to pass on any licence that we receive from our Suppliers for use of any Embedded Software, but only so you can operate the Hardware. You accept all responsibility, liability and risk in the Hardware on delivery of the Hardware and must comply with the terms of any licence applicable to any items of Embedded Software supplied.

### Risk and title

- 35.19 Title to the Hardware will pass to you once we have received full payment for that Hardware. Risk of loss or damage to the Hardware passes to you on delivery of the Hardware to the location agreed between you and us.

### Part G – Data Services

#### Warranty

35.20 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 35.21 and 35.22:

- (a) we expressly and voluntarily warrant that the Hardware will be free from Defects for 36 months from the date the Hardware is purchased; and for the purpose of this voluntary warranty, “**Defects**” means:
  - (i) any material fault, degradation, deficiency or error in the Hardware; and
  - (ii) any functionality or performance of the Hardware or not in accordance with the specifications applicable to the Hardware.

35.21 The voluntary warranty in clause 35.20 does not apply:

- (a) if any person has misused the Solution or used it in a manner not expressly permitted by any documentation relating to the Solution;
- (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Hardware, or
- (c) if the Defect is caused by installation of the Hardware (other than by us), interference with the Hardware after installation by us (other than by us) or other external influence on the Hardware.

35.22 Our goods come 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. Please refer to the “Important Warranty Information” document (available at [https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-afull/Warranties\\_Against\\_Defects.pdf](https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-afull/Warranties_Against_Defects.pdf)) for more information.

#### Connectivity

35.23 If you purchase the Hardware from us we will also provide you with a SIM card and data plan that you can use with that Hardware and your EagleTrack Software (**Data Plan**).

35.24 The Data Plan includes a monthly data allowance of 5Mb (**Included Allowance**).

35.25 Any unused Included Allowance expires at the end of each billing month.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

35.26 You must comply with our Business FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms), and that Part of Our Customer Terms

generally, in respect of each Data Plan. In addition to your obligations under our Business FairPlay Policy:

- (a) you may only use Included Allowance in connection with the Hardware with which it is provided and your EagleTrack Software;
- (b) you must not:
  - (i) remove a SIM card from the Hardware that it is provided with; or
  - (ii) use Included Allowance other than in connection with your Solution,

35.27 If you do not comply with clause **Error! Reference source not found.**, excess charges may apply (as set out in your Application Form with us for the relevant Hardware and your EagleTrack Software). Excess data usage (over 5 Megabytes per month) will be charged at 50c per Megabyte.

### SOFTWARE LICENCE

35.28 We or our third party licensor retain all intellectual property rights in or to the EagleTrack Software (and each of its components).

35.29 We grant you and each of your authorised users a non-exclusive, non-transferable, revocable licence to use the EagleTrack Software in Australia in accordance with these terms.

35.30 We or our third party provider may update, modify or upgrade any Software.

#### Acceptable use restrictions

35.31 You must:

- (a) comply with any reasonable direction from us or our third party provider in connection with our Solution;
- (b) not use any equipment, device or hardware with your Solution other than the Hardware provided by us or any equipment, device or hardware approved by us or our third party provider in writing;

### Part G – Data Services

- (c) use, and must ensure that your drivers and end users use, the Solution (and each of its components) in accordance with our Acceptable Use Policy, which is available at <https://www.telstraglobal.com/legal/acceptable-use-policy>;
- (d) only use the Solution for the purpose for which we provide it to you and otherwise in accordance with this clause;
- (e) not extract or attempt to extract, or permit any person to extract or attempt to extract, the SIM card from any Device; and
- (f) ensure that the Solution (or any part of it) is used by appropriately trained users.

35.32 You must not, and must not permit any person to:

- (a) copy, reproduce or modify any Software (or any associated documentation) or create any derivate work from Software;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer any Software (or any associated documentation) to any third party;
- (c) remove or alter any copyright notice in or any Software (and associated documentation);
- (d) cause or allow the disassembly, decompilation or reverse engineering of any Software or otherwise attempt to gain access to the source code of any Software; and
- (e) use any Software for any unlawful, abusive, offensive or fraudulent purposes or otherwise in a manner that infringes any law, regulation or standard.

#### **Username and passwords**

35.33 You will have access to an admin account for the EagleTrack Application and EagleTrack Software. We will provide you with an admin username and password for that account. Your unique admin username and password will expire upon termination of your Solution.

35.34 You are responsible for the security of your unique username and password, and for all activity on the EagleTrack Application and EagleTrack Software using such username and password. You must ensure that such username and password are kept confidential at all times and are not made available or disclosed to any third party.

35.35 You can use your admin account to create additional user accounts for your organisation.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

35.36 You will receive one licence key for each Solution you purchase.

#### **Data security**

35.37 You acknowledge and agree that:

- (a) you are responsible for the security and integrity of the data transmitted between your Hardware and any Software; and
- (b) data transmitted over the Telstra Mobile Network using the Solution may be intercepted by third parties without our knowledge.

#### **SUPPORT**

35.38 Technical support in relation to your use of the Solution is available from 8:30am to 5 pm AEST Monday to Friday by calling 1300 477 872.

35.39 When you contact us for support, you must cooperate fully with us in the diagnosis of the potential issue and provide us with any information we or our third party provider reasonably require to provide support to you in relation to your Solution.

35.40 Where a device/s is/are dead on arrival (**DOA**) or faulty within the specified warranty period, we will send you a replacement device/s as well as a postage bag to send back the DOA or faulty device/s. Within 14 days of receiving the replacement device, you will need to send the DOA or faulty devices back to us at the following address:

Telstra EagleTrack (MTData)  
Level 1, 18-20 Compark Circuit  
Mulgrave, Vic 3170

#### **TERM AND TERMINATION**

35.41 Each EagleTrack Software and some Hardware options are available on a month-to-month basis and have a minimum term.

35.42 Your subscription will begin from the date the Hardware is shipped to you (**Dispatch Date**) and continue until your Solution is terminated or cancelled by either party.

35.43 You may cancel your Solution by notifying us in writing with at least 30 days' notice.

35.44 We may cancel your Solution, by notice, if:

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (a) we determine you are no longer authorised to use the Solution;
- (b) you breach any of these terms and fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party); or
- (c) you use your Solution to adversely impact the operation and/or other customers' enjoyment of our network.

35.45 In the event of a termination or cancellation by either party, you agree to:

- (a) immediately cease using the Solution, Software or other materials that you have received from us in connection with your use of the Solution;
- (b) un-install and stop using the Solution on your Hardware; and
- (c) pay any charge owing to us.

#### Early Termination Charges

35.46 If you cancel your Solution before your minimum term has ended, you will need to pay us an Early Termination Charge (**ETC**).

35.47 If you cancel your Solution for any hardware before the 36 month minimum term (applicable only to Hardware Repayment Option), the ETC is calculated as your monthly payment multiplied by the number of remaining months in your plan term. (For example, a hardware MRO product of \$9.00 per month that is cancelled after 24 months would result in an ETC of 12 (remaining months) x \$9.00 = \$108.00).

35.48 If you cancel your Solution for any EagleTrack Software before the 12 month minimum term, the ETC is calculated as your monthly payment multiplied by the number of remaining months in your plan term multiplied by 30%. (For example, an EagleTrack Software of \$24.00 per month that is cancelled after 8 months would result in an ETC of 4 (remaining months) x \$24 x 30% = \$28.80).

#### FEES AND CHARGES

##### Pricing and billing

35.49 The available subscriptions for the Solution and their pricing are as specified in your Application Form or in your separate agreement with us. You agree to pay all the applicable fees and charges incurred in respect of your Solution.

35.50 You can purchase Hardware either:

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (a) upfront, under which you will need to make an upfront payment for the Hardware (**Upfront Option**); or
  - (b) under the repayment option under which you will need to enter into a 36 month contract with us for the repayment of the cost of the Hardware over 36 monthly instalments (**Hardware Repayment Option**).
- 35.51 Your choice and your upfront costs or monthly repayment instalments (as relevant) will set out in your Application Form or separate agreement with us.
- 35.52 We will invoice you:
- (a) upfront for all Hardware you have ordered under the upfront payment option; and
  - (b) on a monthly basis for Hardware you have ordered under the Hardware Repayment Option and for the Services that form part of your Solution.
- 35.53 You acknowledge that your first invoice may include pro-rated fees for the Services that form part of your Solution used the previous calendar month (or part thereof) and the first full monthly fee for the Services.
- 35.54 If you fail to pay the monthly instalments, we may suspend or cancel your Solution in accordance with the General Terms section of Our Customer Terms.

### INDEMNITIES

- 35.55 You indemnify us from and against any loss, liability or damage sustained, suffered or incurred by us and arising as a result of or in connection with:
- (a) your failure to comply with clause **Error! Reference source not found.**; or
  - (b) any breach of clause **Error! Reference source not found.**

### Acknowledgements

- 35.56 You acknowledge and agree that:
- (c) if you download or access any data, information, files or other materials from EagleTrack's Platform you do so at your own risk;
  - (d) the functionality of the Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet connection and may not be available in all areas or circumstances or at all times;

### Part G – Data Services

- (e) the EagleTrack Software may be subject to outages and may not be available online at all times, and
- (f) it is your responsibility to ensure that your use of the Solution complies with any relevant privacy obligations. **Liabilities**

35.57 Subject to clause 35.58, and except as expressly set out in these terms and conditions we exclude all representations, conditions and warranties (whether express or implied) in relation to the Solution.

35.58 Nothing in clause 35.57 is to be taken to exclude, restrict or modify any guarantee condition or warranty that we are prohibited by law from excluding restricting or modifying. If such statutory guarantee applies in relation to the Solution (or any part of it) and we breach it, we accept liability for such breach, but where it is lawful to do so and fair and reasonable to do so, we limit our liability at our choice to:

- (a) in the case of goods resupplying the goods or paying the cost of having them resupplied; or
- (b) in the case of services, resupplying the services or paying the cost of having the service resupplied.

### DEFINITIONS

35.59 In this clause 35.58(b), the terms set out below have the following meaning:

**Device** means one of the following devices:

- a) EagleTrack Plug & Play Vehicle Tracking Unit 4G
- b) EagleTrack Hardwired Vehicle Tracking Unit 4G
- c) EagleTrack Powered Asset Tracking Unit 4G
- d) EagleTrack Solar Tracking Unit Cat-M1
- e) EagleTrack Cat-M1/Bluetooth Tracking Unit
- f) EagleTrack Cat-M1/Bluetooth Tracking Tag
- g) EagleTrack Bluetooth Tracking Unit; as applicable.

**Device Accessory** means an OBDII Y cable.

**Driver Application** means the mobile application that is used by drivers on their compatible smart device to capture the details of their working day (such as Fringe Benefit Tax (FBT) logbook details, driver log-in and pre-start checklist).

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

**EagleTrack Driver Application** means the mobile application that allows you to access and view the data on the EagleTrack Platform via your mobile device.

**EagleTrack Platform** means the platform which allows users to view and manage the data collected via the Solution.

**EagleTrack Software** has the meaning given to it in clause 35.8(b).

**EagleTrack Vehicle and Asset Tracking Solution** means the solution (which combines Hardware and Software).

**Embedded Software** means the computer programs relating to the operation of the Hardware (including firmware). **Software** means one of the following types:

- i EagleTrack Vehicle Tracking Platform ii  
EagleTrack Asset Tracking Platform iii  
EagleTrack Asset Track CatM1 App
- iv EagleTrack Asset Track Bluetooth App
- v Driver Application

**Software** means any software provided as part of the EagleTrack Vehicle and Asset Tracking Solution.

**Hardware Repayment Option** has the meaning given to it in clause (b).

**Services** means the all components of your EagleTrack Vehicle and Asset Tracking Solution other than Hardware.

**Supplier** means the third party supplier(s) or manufacturer(s) of the various items of Hardware.

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## 36 Business 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

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- 36.1 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.
- 36.2 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 Fleet Connect
  - Telstra Business All-4-Biz Plans
  - Telstra Business Phone
  - Telstra Business Mobile PLUS
  - Telstra Business Member
  - Telstra Business Fleet Select
  - Consumer Mobile
  - Telstra Business Mobile Select
  - Enterprise Fleet
  - Corporate Mobile Plus
- 36.3 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).
- 36.4 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 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.
- 36.5 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.
- 36.6 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

- 36.7 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

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

conditions are set out in [Part C – Special Promotions](#) of the Telstra Mobile Section of Our Customer Terms.

- 36.8 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.
- 36.9 Business Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 36.10 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.
- 36.11 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.
- 36.12 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**

- 36.13 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**

- 36.14 You can choose from the Business Mobile Data Plans set out in the table below.

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## Telstra Mobiles Section

### Part G – Data Services

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 37 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 <a href="#">Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</a> . 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					

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited calls/SMS and 500MB/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 <a href="https://telstra.com/overseas">telstra.com/overseas</a> or see <a href="#">Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms</a>	
International Calls and SMS/MMS from Australia	Standard PAYG rates apply – see <a href="#">Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms</a> for PAYG rates for calls and <a href="#">Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS</a>	
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
All for use in Australia (except international roaming). Voice compatible device required for calls and SMS. <b>Ultimate 4G &amp; 5G Speeds: Included data comes with access to our fastest download speeds on our 4G and 5G network.</b>		

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

36.15 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.

36.16 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

36.17 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

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

- (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)**

36.18 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 increase annually by CPI in July. CPI measures household inflation and is released by the Australia Bureau of Statistics.

36.19 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**

36.20 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*

36.21 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.

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

36.22 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**

36.23 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:

- (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:

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

(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 36.

36.24 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 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**

36.25 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**).

36.26 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.

36.27 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

### Part G – Data Services

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.

- 36.28 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

- 36.29 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
  - TMB Business Share
  - \$5 or \$0 Data Share SIMs
  - Business Performance Data Share Packages
  - 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
  - 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 nonshareable \$45 My Business Wireless Broadband Plan 20GB with Extra Data (not an*

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services

*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)**

36.30 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.

36.31 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**

36.32 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**

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## Telstra Mobiles Section

### Part G – Data Services

36.33 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 500MB 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](#).

36.34 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**

36.35 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.

36.36 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**

36.37 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 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.

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## Telstra Mobiles Section

### Part G – Data Services

36.38 For the purposes of clause 36.37, 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.

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## 37 Mobility Accelerator

37.1 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 36.14	
Monthly charge for Mobility Accelerator add-on	\$10/mth	\$10/mth
Term of add-on	Casual month-to-month – add or remove the Mobility Accelerator add-on at any time	

### Part G – Data Services

	<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>
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- 37.2 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.
- 37.3 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.
- 37.4 You will have access to on-demand reporting on the average download speeds you receive with this add-on.
- 37.5 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.
- 37.6 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**

- 37.7 You will be charged the monthly charge for the Mobility Accelerator add-on in advance, subject to 37.8.
- 37.8 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.
- 37.9 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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37.10 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 prorated amount to reflect the days Mobility Accelerator was active in that month.

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## 38 JB Hi-Fi Business Mobile Broadband BYO Plan

### Eligibility and availability

- 38.1 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.
- 38.2 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.
- 38.3 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.
- 38.4 JB Hi-Fi Plans are available as a 12 month BYO plan. You must bring your own Telstra Mobile Network compatible device.

### Devices

- 38.5 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.
- 38.6 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.
- 38.7 JB Hi-Fi Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.

### Accessory Repayment Option

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38.8 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 conditions are set out in [Part C – Special Promotions](#) of the Telstra Mobile Section of Our Customer Terms.

#### JB Hi-Fi Plan

38.9 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 38.15 - 38.17 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 <a href="#">Part D – Other Call Types</a> of the Telstra Mobile Section of <a href="#">Our Customer Terms</a> for calls, <a href="#">Part B – Our Current and Recent Business Pricing Plans</a> for the International Call and SMS Pack, and <a href="#">Part E – SMS Messages and Email of</a>

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### Part G – Data Services

	<u>the Telstra Mobile Section of Our Customer Terms for SMS/MMS</u>
International Roaming outside of Australia	<p>International Day Pass for an additional charge per day, unlimited calls/SMS and 500MB/day of data to use that day while in Eligible Roaming Destinations</p> <p>Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass</p> <p>For charges and a list of Eligible Roaming Destinations visit <a href="http://telstra.com/overseas">telstra.com/overseas</a> or see <u>Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms</u></p>
Non-standard Calls and Messages	PAYG Non-standard calls and messages rates (see clauses 38.10 and 38.12)
<p>All for use in Australia (except international roaming). Voice compatible device required for calls and SMS.</p>	

38.10 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.

38.11 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.

38.12 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

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Business, some SMS Chat, some Instant Messaging Services, calls to Pivotal mobiles and any other calls or messages as determined by us.

38.13 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**

38.14 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;
- (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**

38.15 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.

38.16 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**

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38.17 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)**

38.18 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
- (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).

38.19 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**

38.20 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**

38.21 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 500MB 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.

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## Telstra Mobiles Section

### Part G – Data Services

For more information refer to [Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).

- 38.22 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**

- 38.23 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.
- 38.24 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.

#### **FairPlay Policy**

- 38.25 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.

38.26 For the purposes of clause 38.25, 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;

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## Telstra Mobiles Section

### Part G – Data Services

- (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

38.27 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.

38.28 The amount of any early termination charge payable will be calculated according to the following formula:

*monthly fee x number of months (or part thereof) remaining in your minimum term x 50%*

38.29 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