About these Standard Terms

These Standard Terms are made up of **three parts** as set out below.

These parts of the Standard Terms are in this document. Click an item **below** to view.

- **General Terms**
  Terms that apply to all our Services & tells you how we supply Services.
  1. 📚 Get Connected
  2. 👍 Enjoy
  3. 💳 Payments
  4. ☑️ Make Changes
  5. 📞 Get Help
  6. ☛ Leaving
  7. 🖥 Admin

- **Service Terms**
  Key terms that apply to our different Services, depending on what Services you buy from us.
  - Mobile Service Terms
  - Service Catalogue

- **Critical Information Summary**
  Key details around inclusions, price, and other aspects of the Plan you buy from us.

The Critical Information Summary that applies to your Service **takes precedence** over the applicable Service Terms and General Terms.
## 1. Get connected

### 1.1 Getting connected with Us

**Applying**

- You must meet our requirements before we accept your application for a Service.
  - You must be a consumer who is eligible for that Service (as set out in the relevant Critical Information Summary).
  - The Service must be available for us to provide to you.
  - You must meet our credit requirements.

**Connecting**

- We try to connect Services (and deliver associated products) in a reasonable time of your order.
- The relevant Service Terms or Critical Information Summary may state specific connection times.
- If issues come up during connection, we contact you using the details in your application.

**Privacy**

- We are committed to protecting your privacy, keeping your information safe and ensuring the security of your data. Privacy matters to us and we know it matters to you.
- Please see our Privacy Statement to understand how we collect, use and disclose your personal information, and how we keep your personal information secure. Our Privacy Statement applies to all of your personal information that we collect, hold, use or disclose, including when you sign up for or use a Service.
## 2. Enjoy

This section sets out your key obligations when using and enjoying our Services.

### 2.1 Enjoying your Service

<table>
<thead>
<tr>
<th>How we provide Services</th>
<th>Not a fault free Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>We provide Services to you in line with these Standard Terms.</td>
<td></td>
</tr>
<tr>
<td>However, we can’t promise our Services will be 100% continuous or fault-free, and outages may happen from time to time.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enjoying a Service</th>
<th>Use your Service in line with our Standard Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>You can use and enjoy Services for your <strong>personal use</strong> in line with these Standard Terms.</td>
<td></td>
</tr>
</tbody>
</table>

| You get certain rights if we issue you a phone number | You get certain rights if we issue you a telephone number. We comply with the [Telecommunications Numbering Plan](#) in using numbers in our Services, such as the rules for issuing, transferring, recovering and changing numbers. |

<table>
<thead>
<tr>
<th>Your key obligations include paying for a Service and using Services in line with FairPlay Policy</th>
<th>You’re responsible for all obligations relating to your Service. Things you must do include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Pay for your Service until you or Telstra cancel them (see <strong>Payment</strong>);</td>
<td></td>
</tr>
<tr>
<td>(ii) Use your Service for its intended purpose (where specified), in a legal way, and in line with these Standard Terms, including our <a href="#">FairPlay Policy</a>;</td>
<td></td>
</tr>
<tr>
<td>(iii) Protect against unauthorised use of your Service;</td>
<td></td>
</tr>
<tr>
<td>(iv) Follow our reasonable instructions about how you use your Service, including where your use interferes or may interfere with our Network efficiency;</td>
<td></td>
</tr>
<tr>
<td>(v) Send only appropriate content;</td>
<td></td>
</tr>
<tr>
<td>(vi) Connect only compliant or Telstra-approved equipment and devices with your Service.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>You’re responsible for all use of the Service, even unauthorised use</th>
<th>You’re responsible for all use of your Service, including use of your Service without your permission, unless we’ve caused or contributed to the unauthorised use.</th>
</tr>
</thead>
<tbody>
<tr>
<td>You must take steps to prevent unauthorised use of your Service, including ensuring no-one interferes with its operation or makes it unsafe. We suggest you:</td>
<td></td>
</tr>
<tr>
<td>(i) Control access with security measures such as passwords and personal identification number (PIN) codes.</td>
<td></td>
</tr>
<tr>
<td>(ii) Disconnect Services at your premises if you leave your premises.</td>
<td></td>
</tr>
<tr>
<td>(iii) Notify us promptly to suspend your Service if your device has been lost or stolen.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>You must only use safe, compliant devices and equipment</th>
<th>Our Services work best (and sometimes only work) with devices and equipment (such as SIM cards) that meet relevant technical standards and our requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td>You must only use devices and equipment that meet our requirements and the relevant standards, see the <a href="#">Australian Communications and Media Authority</a> for details.</td>
<td></td>
</tr>
</tbody>
</table>
### 2.2 Equipment for Services

You’re responsible for equipment

**Maintenance and repairs**: You are responsible for all equipment at your premises that you use to connect to your Services. This means arranging for maintenance or repairs of relevant equipment we reasonably think is required within a reasonable timeframe from when we ask you to do so.

**Changing equipment**: On our request, you must make changes to your equipment to avoid potential danger or interference.

**Power**: You must arrange and pay for the electricity needed for a Service.

### 2.3 FairPlay Policy

#### Why do we have a FairPlay Policy?

**All customers deserve fair access to Services**

- We want all customers to have fair access to our Services. Our FairPlay Policy aims to ensure Services are used legally and in a way that protects our equipment and Network.
- Use outside this Policy can impact how our Network operates, lessen service quality, and reduce reliability, and that’s not fair.
- A legitimate use of Services for their intended purposes will not be a breach this Policy.

**We may monitor your Service for excessive or unusual use patterns**

- We may monitor and review your Services for excessive or unusual use patterns. We may notify you where we identify them.
- You agree to cooperate with us as reasonably necessary for any review, including giving us information and explanations about your use within a reasonable time.

#### What happens if you breach our FairPlay Policy?

**We can slow, cancel, suspend or limit your right to use a Service**

- We’ll contact you if we reasonably believe you’ve breached this policy. If it’s reasonably possible, we try to contact you before any cancellation or suspension.
- If we reasonably consider you’ve breached this Policy, we may slow, suspend, cancel or limit your right to use the relevant Service without notice.
- Otherwise, we may notify you of the breach and give you 30 days to start complying with the Policy or fix the breach. If you don’t start complying or fix the breach, we may suspend, cancel or limit your right to use the relevant Service.

#### FairPlay Policy Rules

**No illegal use**

You must comply with all applicable laws while using your Services. You must not use your Services:

- to break the law or allow anyone else to do so (including by breaching any applicable content requirements, regulations, or applicable codes of practice);
- to infringe on another person’s rights, including by:
  → deleting author acknowledgements, legal notices, proprietary designations, or labels in any file uploaded to an information service; or
  → downloading files where you know (or should know) that the file was illegally distributed;
- to abuse, threaten or embarrass another person, including by:
  → making obscene, threatening or defamatory remarks or inciting hatred; or
  → creating or sending content that’s inappropriate or offensive to the intended recipients; or
- in a way that causes us to breach any applicable law or infringe on another person’s rights.

**No unreasonable use**

You must not unreasonably use your Services. Unreasonable use includes:

- fraudulent use;
- interfering with others’ use of our Network;
- any use that (in our reasonable opinion) causes significant Network congestion or reduces our ability to provide quality services to other Network users; and
- attempts to manipulate or bypass any Service limitations, including rerouting call traffic to disguise the originating party or any breach of these Standard Terms.
| **No inappropriate or harmful use** | You must not inappropriately or harmfully use your Services, including:  
- creating or sending inappropriate or harmful content;  
- creating or distributing any material that you know or suspect may contain a virus or other harmful component;  
- connecting non-compliant or unapproved equipment and devices to your Services;  
- obtaining unauthorised access to any computer, system or network; or  
- in a way we reasonably consider could adversely affect or prejudice us or our or its reputation. |
| **Only personal use** | You must not use your Services for anything we reasonably consider to be outside ordinary personal use for that Service. This includes:  
- reselling or commercially exploiting any part of a Service (including SIM cards);  
- using a Service for arbitrage or to provide services to a carrier or carriage service provider; or  
- using a Service as a carrier or carriage service provider. |
| **No excessive use** | You must not use your Service excessively. Factors we reasonably consider may point to excessive use include:  
- significant and unusually high volume of uploads or messages (including SMS, MMS or emails);  
- activity suggesting your Service is infected with a virus or other malicious software;  
- unusually high number of devices or Services associated with your address or account;  
- excessive use that is detrimental to you or our other customers;  
- unusual or excessive use of back to base services;  
- any usage that suggests irregular Network access, e.g. unusually long calls, an unusual pattern of short calls over a short time, or an unusually large volume of calls (particularly to premium-rate or international services); and  
- any other characteristics we consider aren’t associated with ordinary personal use or internal business use. |
3. Payment

This section sets out the payment and invoicing conditions.

### 3.1 Payments

#### What you’ll pay

We think it’s important you know exactly what you need to pay and there are no surprises. The table below sets out the types of fees you’ll pay. The fees themselves are as set out in the relevant Service Terms and Critical Information Summary.

<table>
<thead>
<tr>
<th>Fee type</th>
<th>Description</th>
<th>Regularity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service fees</td>
<td>Ongoing monthly fees for your Service and Plan.</td>
<td>Every month</td>
</tr>
<tr>
<td>Add-on fees</td>
<td>Ongoing monthly fees for Add-on services or devices, such as Netflix, an international call pack, or monthly repayment fees under a Device Payment Contract.</td>
<td>Every month</td>
</tr>
<tr>
<td>Once-off fees</td>
<td>Fees you pay once if you buy something outright or do something outside your Plan. These include fees we’re charged for where you access a third-party service with your Services.</td>
<td>Once</td>
</tr>
</tbody>
</table>

#### You’ll need to pay applicable taxes

The fees for your Services may not include all taxes. You must pay any applicable taxes we include as part of an invoice such as stamp and other duties, fees, taxes and charges relating to the Services. This includes any applicable GST (we’ll issue a Tax Invoice).

#### Adjustments

- We round our fees up or down to the nearest whole cent.
- Where we owe you any amounts, we can pay by deducting them from amounts you owe us. If you become bankrupt or insolvent, we may deduct any amounts you owe us even if they’re not yet due and payable.

#### How payments work

- When you first order your Services, you pay for the first monthly payment upfront and agree to our Direct debit terms. Your payment month starts when your Service or Add-on is activated.
- After your first month, you’ll pay your Service or Add-on fees through automatic upfront monthly direct debit payments (direct debit) on the monthly payment date for that Service or Add-on.
Your monthly payments for each Service or Add-on may be on different dates

- You pay for your Services and Add-ons on the same date each month after the date your Service or Add-on was activated (the monthly payment date).
- If your Service or Add-on is activated:
  → at the end of a month, then the monthly payment date is the first day of the following month for Services, and the last day of the month for third party services.
  → on a date that doesn’t exist in every month (e.g. the 31st), the monthly payment date alternates between first and last days of the following months. For example:

<table>
<thead>
<tr>
<th>If you order...</th>
<th>And the activation date is...</th>
<th>Your monthly payment date will be...</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Telstra Plan on 5 July, you’ll pay the first month upfront on 5 July</td>
<td>8 July</td>
<td>The 8th of each following month, starting 8 August</td>
</tr>
<tr>
<td>A Telstra Plan on 30 January, you’ll pay the first month upfront on 30 January</td>
<td>31 January</td>
<td>Alternate first and last days of the following months starting 1 March, then 31 March, 1 May, 31 May, etc.</td>
</tr>
<tr>
<td>Netflix or Foxtel Now on 5 July, you’ll pay the first month upfront on 5 July</td>
<td>5 July</td>
<td>The 5th of each following month, starting 5 July</td>
</tr>
<tr>
<td>Netflix or Foxtel Now on 30 January, you’ll pay the first month upfront on 30 January</td>
<td>31 January</td>
<td>The last day of each month, e.g. 31 August, 31 October, 30 November, etc.</td>
</tr>
</tbody>
</table>

Tracking your payments

- You can view all Tax Invoices for past payments and see all upcoming payments through your My Telstra or the My Telstra app. You’ll get an SMS notification when an invoice is ready for review.
- Regularly check My Telstra or the My Telstra app for your invoices and contact us if you don’t receive it or have questions. You must pay the fees regardless of whether you receive your invoice.
- We comply with relevant industry codes to ensure our summaries are accurate and verifiable. Our records are sufficient proof a fee is payable unless shown to be inaccurate.
- Telstra Mobile Starter Plans won’t appear on your bills for other Telstra services, which are charged and paid for separately under Our Customer Terms.

3.2 Payment Failure

Payment failure – Services

If a direct debit payment fails, the collection process below applies to any affected Service. Any other Services you’ve paid for will continue unaffected.

The collection process starts from the monthly payment date where the relevant direct debit payment has failed. The first 10 days after this is the Grace Period. We’ll email you to warn you that we’ll restrict your affected Services if you don’t pay within the Grace Period, and if you don’t pay between the Grace Period and the next monthly payment date (the Service Restriction Period), we’ll disconnect the affected Services.

Renewal Date → Grace Period → 10 Days → Service Restriction Period → Next Renewal Date → Disconnection

If your direct debit fails, we email you a warning

We’ll email to warn you about the collection process and the consequences of not paying during the Grace Period and Service Restriction Period.

We’ll restrict the affected Service (e.g. voice, text and data).

We’ll disconnect the affected Service.

3.3 Device Payment Contracts (DPCs)

How DPCs work

We may from time to time offer discounts on selected devices (Device Payment Discounts). You must continue to pay DPC Amounts and have an eligible Telstra Service for the full DPC Term to keep receiving Device Payment Discounts.

Device Payment Discounts

You must repay outstanding amounts if you cancel a DPC or an associated Service

If you or Telstra cancel your associated eligible Service or customer account before the end of the DPC Term, you must repay the outstanding DPC Amount when you leave. Any associated Device Payment Discounts won’t apply to this outstanding DPC Amount.
• If you have an eligible Service, you can apply for an associated Device Payment Contract (DPC) to buy a mobile handset, tablet, or other available device through monthly repayments.

• If we approve your application, we’ll give you credit toward the purchase price (DPC Amount). You must repay us the DPC Amount in monthly instalments over the DPC Term set out in the table below. Otherwise, we may suspend or cancel your associated Service in accordance with the General Terms.

<table>
<thead>
<tr>
<th>Item</th>
<th>DPC Amount</th>
<th>DPC Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile handset, Tablet, Mobile Broadband Device</td>
<td>$RRP/DPC Term</td>
<td>24 or 36 months</td>
</tr>
</tbody>
</table>

• The maximum number of DPCs you can have per eligible Service or customer account is set out in the table below. Please note these are subject to credit limits we impose based on your credit rating.

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum number of DPCs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per eligible Service</td>
<td>1</td>
</tr>
</tbody>
</table>
4. Changes

This section sets out how you and Telstra can make changes to our relationship and the Services.

4.1 How you can change or add Services

| Change or add Services online | You can change your Service once a month and add Services at any time through My Telstra or through the My Telstra app. |
| You can transfer your Service to eligible people | You can transfer legal responsibility for your Service to another person if they meet our eligibility criteria and you get our written consent first. |

4.2 How we can make changes

**Changes to Services and these Standard Terms**

We can make changes to our Services or these Standard Terms:

- Where we reasonably think the change is neutral or is likely to benefit you, we may make these changes immediately without telling you.
- Where we reasonably think the change is likely to be detrimental to you, we'll tell you at least 30 days before making the change.

**We can make urgent changes**

- We may need to make urgent changes to our Service or Standard Terms as required by law, to prevent fraud, or for security or technical reasons.
- We'll try to tell you at least 3 days before the changes. Otherwise we'll give you as much notice as we reasonably can in the circumstances.

**Changes to who supplies a Service**

As part of a restructure or sale of our business, we can assign, novate or transfer our rights and obligations under these Standard Terms to someone else.

- If we do, we'll give you 30 days’ notice and ensure the party is either a related body corporate or a company of substance that can provide the Services under these Standard Terms.
- If you don’t cancel your Services before the end of the 30 days’ notice, you agree to the new party supplying the Services.

**Notification of changes**

- We’ll tell you about changes via email, text, the My Telstra app, or any other method we consider reasonable in the circumstances.
- We may direct you to find out more via Telstra.com or at a Telstra shop.

**Changes to Plans**
We can make changes to or move you to a different Plan

- From time to time, we may make changes to your Plan or the add-ons available with your plan (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, leave your Plan, and/or cancel your add-ons if you don’t like the change. If you leave, just pay out your device, accessories or services in full.
- If we change your Plan or move you to a new Plan:
  → We’ll give you at least 30 days’ notice before making changes or automatically moving you to the closest available Plan.
  → 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.

We can move you to a business Plan

- If we reasonably believe you’re using a Plan intended for Personal Use for internal business purposes, we can ask you to move to a suitable business Plan.
- If you don’t agree to move to a suitable business Plan within 30 days of our request, we can cancel your Service or move you to a suitable business Plan.

Cancel if you don’t like the changes

- You can cancel your Service if you don’t like changes we make to our Standard Terms or Services. Just pay out any associated devices, accessories and services in full (see Leaving).
- If you cancel because of a detrimental change within the first 30 days after we tell you of the change, then you’ll only need to pay out your device if it can be used with another provider (and any device discounts you’ve received will apply to that payment).
- If you don’t cancel your Service, we consider you have agreed to the changes from the date of the change.
5. **Get Help**

This section sets out how you can get help, and your responsibility and our responsibility for issues.

### 5.1 Service issues

**What happens if there's an issue with your Services?**

- You must tell us about relevant changes to your Services (including any equipment or device) that could affect our ability to provide your Service, or if something goes wrong with your Services.
- If there's an issue with your Service, equipment or device, we'll try to fix the problem if we can in line with these Standard Terms (see our warranties and Maintenance and repairs). For more details on how we may fix specific Services, please see your relevant Service Terms or Critical Information Summary.
- In addition to these Standard Terms, you may also have the benefit of statutory guarantees, implied conditions, and warranties under consumer protection laws. These rights and protections are protected by laws and cannot be excluded.
- Even if your Service is cancelled or suspended (by you or by us), both your and our rights and obligations in this Get Help section continue to apply.

#### Contacts if something goes wrong

**How you can contact us**

Contact us via phone or live chat, or through My Telstra messaging. You can also use our online troubleshooting guide.

**How we can contact you**

If we need to notify you of any matters relating to your Services or account(s), we'll contact you via any reasonable method, including through the My Telstra App, your email, or an SMS to your mobile number.

### 5.2 Fixing issues

**Warranties**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. See Important Warranty Information for further details.

- If you return your device to us and we reasonably determine that:
  - your consumer protection guarantees and rights apply, we'll repair or replace your device at no cost.
  - your consumer protection guarantees and rights don't apply, we can repair or replace your device at your cost.
- You can ask us to suspend the relevant Service while your device is being repaired or replaced if you haven't received a loan device from us. If you don't suspend the relevant Service, you'll need to continue paying the applicable fees during the repair/replacement.

**Maintenance and repairs**

- We may suspend or restrict Services if we reasonably believe it's desirable or necessary to maintain or restore any Network used to supply your Service.
- Where possible, we try to perform maintenance and repairs at more convenient times for our customers. If we can't control the maintenance times, then we try to give you as much warning as we reasonably can.
- If we don't have any other choice, we may need to suspend, restrict, or cancel Services to complete necessary maintenance or repairs.
## Financial hardship

**Let us know if you experience financial hardship**

We offer flexible options if you experience financial hardship affecting your ability to pay for Services. See our [Financial Hardship Policy](#) or call us anytime on 13 22 00 and say “Payment Options.”

### 5.3 Responsibility

#### When are we responsible?

**We’re responsible**

- If we breach our Standard Terms or we’re negligent in providing your Services.
- If we breach any non-excludable guarantee or you have any other non-excludable rights under consumer protection laws in relation to your Services.
  
  → This doesn’t mean every time there’s an outage, because *outages can happen.*

**We’re not responsible**

- If you cause the issue or the issue is caused by anyone you’re responsible for.
- If you’ve failed to take reasonable steps to avoid the issue or to minimise its impacts (for example, by not having alternative means of communication available).
- If the issue is caused by a third party or circumstances outside our reasonable control (such as an industrial strike, an act of God or a failure in equipment we do not own or control).

#### When are you responsible?

**You’re responsible**

- If you breach our Standard Terms or you’re negligent.
- If anyone you’re responsible for breaches our Standard Terms or is negligent.
- If there’s any loss or damage to our equipment on your premises (excluding fair wear and tear).

Remember, each joint customer is jointly and individually responsible for all payments and other obligations relating to the Services.

**You’re not responsible**

- If we cause the issue or the issue is caused by someone we are responsible for (like our employees or contractors).
- If we’ve failed to take reasonable steps to avoid the issue or to minimise its impacts.

### 5.4 Liability

#### Our liability to you

**Liability which we cannot legally exclude**

We accept any liability which cannot be excluded by law, but we limit our liability to the extent we’re allowed to.

→ For example, if we breach a consumer guarantee we limit our liability to our choice between resupply, repair or replacement of your Service or paying you the cost to do so.

**All other circumstances**

- We’re only liable to the extent we’re responsible.
- If there’s a credit or rebate set out in the Service Terms, we’re only liable for that credit or rebate.
- If we damaged your property, we’re only liable for our choice between repairing or replacing the property or paying you the cost of repairing or replacing it.
- In all other circumstances, we’re liable for the costs and expenses you reasonably incur, so long as they are a direct result of, and flow naturally from our breach or negligence.
  
  → But we’re not liable for loss of profits, savings or data and our total liability for all claims is limited to the amount you’d pay for 12 months of your Service.

#### Your liability to us

**All circumstances**

You’re liable under the principles applied by the courts but only liable to the extent you’re responsible.

### 5.5 Getting help and making complaints

- If there’s something you’re not happy with and you want to make a complaint, visit [telstra.com/complaints](#).
• We like to make every attempt to resolve any issue, but if you’d like an independent investigation, you can contact the Telecommunications Industry Ombudsman by phone on 1800 062 058 or through tio.com.au/about-us/contact-us.
6. Leaving

This section sets out how you and Telstra can cancel your Services.

### 6.1 Cancelling your Service

You can cancel your Service at any time

<table>
<thead>
<tr>
<th>Cancellation Details</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>You can cancel your Services by calling us on 13 22 00 and saying “disconnect”.</td>
<td>This includes where we make changes to a Service (including moving you to a new Plan) or makes changes to the Standard Terms, and you don’t want to accept those changes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If you cancel your Service:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>You must pay for unpaid devices, accessories, &amp; services</td>
<td></td>
</tr>
<tr>
<td>The Service will be disconnected immediately, including any associated add-ons.</td>
<td></td>
</tr>
<tr>
<td>We won’t refund any fees you already paid us, including any upfront fees. This includes where you’ve signed up for Services and cancel before we provide the Services to you, to cover our reasonable costs for preparing to provide the Services and cancellation.</td>
<td></td>
</tr>
<tr>
<td>If you owe us money for a device linked to your cancelled Service, you’ll need to pay us that money in full. See Impact of cancellation on device payments below.</td>
<td></td>
</tr>
</tbody>
</table>

### 6.2 Our rights to cancel, suspend, and restrict Service

We can cancel, suspend or restrict Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>We can cancel, suspend or restrict Services if you do something wrong</td>
<td>You can cancel, suspend or restrict a Service at any time if you:</td>
</tr>
<tr>
<td>You materially breach the Standard Terms if you:</td>
<td>You materially breach the Standard Terms if you:</td>
</tr>
<tr>
<td>→ do not pay for Services after receiving adequate notice to pay;</td>
<td>→ do not pay for Services after receiving adequate notice to pay;</td>
</tr>
<tr>
<td>→ breach our Fair Play policy;</td>
<td>→ breach our Fair Play policy;</td>
</tr>
<tr>
<td>→ Use your Services in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or Network capability, or is illegal or likely to be found illegal. Using your Services in this way is a breach that cannot be remedied.</td>
<td>→ Use your Services in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or Network capability, or is illegal or likely to be found illegal. Using your Services in this way is a breach that cannot be remedied.</td>
</tr>
<tr>
<td>If we suspend your Services for failing to pay, and you ask us to reconnect your Services, you may have to pay us any applicable reconnection fee set out in the Service Terms.</td>
<td>If we suspend your Services for failing to pay, and you ask us to reconnect your Services, you may have to pay us any applicable reconnection fee set out in the Service Terms.</td>
</tr>
</tbody>
</table>

| We can also cancel, suspend, or restrict your Services where:                | We can also cancel, suspend, or restrict your Services where: |
| → we reasonably believe your behaviour toward us or our representatives has been verbally or physically abusive, threatening, or amounts to bullying or harassment; or | → we reasonably believe your behaviour toward us or our representatives has been verbally or physically abusive, threatening, or amounts to bullying or harassment; or |
| → you’ve made multiple complaints without a reasonable basis and you continue to make such complaints after we’ve asked you to stop. | → you’ve made multiple complaints without a reasonable basis and you continue to make such complaints after we’ve asked you to stop. |

| We’ll give you as much warning as we reasonably can in these circumstances before cancellation, suspension or restriction. | We’ll give you as much warning as we reasonably can in these circumstances before cancellation, suspension or restriction. |

<table>
<thead>
<tr>
<th>We can cancel, suspend, or restrict Services because of emergencies, legal reasons, or maintenance issues</th>
<th>We can cancel, suspend, or restrict Services because of emergencies, legal reasons, or maintenance issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>• We may need to cancel, suspend, or restrict your Service in the following circumstances:</td>
<td>• We may need to cancel, suspend, or restrict your Service in the following circumstances:</td>
</tr>
<tr>
<td>→ if we have to because of a law;</td>
<td>→ if we have to because of a law;</td>
</tr>
<tr>
<td>→ if providing a Service becomes illegal, or we believe on reasonable grounds it may become illegal.</td>
<td>→ if providing a Service becomes illegal, or we believe on reasonable grounds it may become illegal.</td>
</tr>
<tr>
<td>→ if there’s an emergency affecting our ability to supply a Service.</td>
<td>→ if there’s an emergency affecting our ability to supply a Service.</td>
</tr>
</tbody>
</table>
### If we can't provide a Service
- if we can't provide a Service because of something outside our reasonable control (such as a failure in equipment not owned or operated by us, a change in law, an industrial strike, or an act of God).
- if you die;
- if we reasonably believe providing the Service may cause death, personal injury, or damage to property.
- We'll give you as much warning as we reasonably can in these circumstances.

### We can cancel, suspend, or restrict your Services if we can't maintain it
- We may cancel, suspend, or restrict a Service in some circumstances, for example:
  - if we can't enter your premises to do something we need to do so we can supply the Service or make the Service or related equipment safe;
  - you vacate the premises to which the Service is connected;
  - we have no choice and must cancel your Service due to necessary maintenance or restoration of a Network used to provide your Service.
- We will give you as much warning as we reasonably can in these circumstances.

### 6.3 Impact of Cancellation on device repayments
You must pay us the outstanding amounts for any connected Device Payment Contract for cancelled Services that aren't replaced with a reasonably comparative alternative Service.

If you cancel because we make a detrimental change within the first 30 days after we tell you (see Making Changes), you'll only need to pay out your device if it can be used with another provider (and any device discounts you've received will apply to that payment).
7. Admin

This section sets out how to read these terms and what defined terms mean.

7.1 How to read these terms

The CIS applies to the extent there’s inconsistency with General or Service Terms

If the parts of our Standard Terms are inconsistent, the relevant Critical Information Summary will generally apply to the extent of the inconsistency, followed by the applicable Service Terms and then the rest of these Standard Terms.

The only exception is where a term explicitly states that it applies regardless of any other parts of our Standard Terms.

These terms apply even if one section is removed

If any term or part of a term in these Standard Terms is void or unenforceable, it’s taken to be removed and the remaining terms continue to have full effect.

7.2 Dictionary

Some terms have specific definitions in the Standard Terms:

<table>
<thead>
<tr>
<th>The expression:</th>
<th>means:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Payment</td>
<td>the definition given in the <a href="#">How Payments Work</a> section.</td>
</tr>
<tr>
<td>consumer customer</td>
<td>you’re an individual customer using a Service for Personal Use.</td>
</tr>
<tr>
<td>Device Payment Contract or DPC</td>
<td>the definition given in the <a href="#">Device Payment Contracts</a> section.</td>
</tr>
<tr>
<td>Device Payment Discounts</td>
<td>the definition given in the <a href="#">Device Payment Contracts</a> section.</td>
</tr>
<tr>
<td>DPC Amount</td>
<td>the definition given in the <a href="#">Device Payment Contracts</a> section.</td>
</tr>
<tr>
<td>DPC Term</td>
<td>the definition given in the <a href="#">Device Payment Contracts</a> section.</td>
</tr>
<tr>
<td>equipment</td>
<td>a “Facility” under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.</td>
</tr>
<tr>
<td>Grace Period</td>
<td>the definition given in the <a href="#">Payment Failure</a> section.</td>
</tr>
<tr>
<td>insolvent</td>
<td>includes:</td>
</tr>
<tr>
<td></td>
<td>• having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company; or</td>
</tr>
<tr>
<td></td>
<td>• you or your parent company making or publicly announcing an application for a scheme of arrangement to avoid an insolvent liquidation.</td>
</tr>
<tr>
<td>Network</td>
<td>our “telecommunications network” as defined under the Telecommunications Act 1997.</td>
</tr>
<tr>
<td>Personal Use</td>
<td>personal, domestic or household use.</td>
</tr>
<tr>
<td>Plan</td>
<td>the plan setting how you choose to receive your Service, including what inclusions you have.</td>
</tr>
<tr>
<td>Premises</td>
<td>any land, building, structure, vehicle or vessel that you own, lease or occupy.</td>
</tr>
<tr>
<td>monthly payment datemonthly payment date</td>
<td>the definition given in the <a href="#">How Payments Work</a> section.</td>
</tr>
<tr>
<td>Service</td>
<td>the definition given on the front page of these Standard Terms.</td>
</tr>
<tr>
<td>Service Restriction Period</td>
<td>the definition given in the <a href="#">Payment Failure</a> section.</td>
</tr>
<tr>
<td>Tax invoice</td>
<td>has the meaning given in the <a href="#">A New Tax System (Goods and Services Tax) Act 1999</a> (Cth).</td>
</tr>
<tr>
<td>The expression:</td>
<td>means:</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Telstra Mobile Starter Plan</strong></td>
<td>Telstra Plans and Services launched on and from 6 June 2019 covered by these Standard Terms.</td>
</tr>
<tr>
<td><strong>Telstra, We or us</strong></td>
<td>means Telstra Corporation Limited ABN 33 051 775 556, and includes its successors and assigns.</td>
</tr>
<tr>
<td><strong>You</strong></td>
<td>means any person who contracts with us for Services or who seeks to do so.</td>
</tr>
</tbody>
</table>
Service Terms

Service Terms set out the terms that apply to our different Services, depending on what Services you buy from us.

MOBILE SERVICE TERMS

This section sets out specific terms that apply to our Mobile Services. These terms are in addition to the General Terms and relevant Critical Information Summary.

1.1 Connecting

We aim to connect you as soon as reasonably possible

- Once you have your SIM and device, we’ll aim to connect you as soon as reasonably possible. We’ll notify you when you can start to use your Service.
- If you’re transferring an existing mobile number from another service provider, we’ll aim to connect you within two hours of successfully completing the transfer. Where the transfer isn’t successfully confirmed, we’ll notify you and aim to connect you on the next working day.

1.2 Transferring Mobile numbers

You can transfer an existing mobile phone number to us

- You can transfer an existing active mobile phone number from another mobile service provider to us. You’ll need to agree to our transfer terms and conditions.
- We’ll use reasonable efforts to transfer your number and we’ll notify you if your transfer request isn’t successfully confirmed.

1.3 Enjoying your Mobile Service

Your Mobile Service features

Your Service:

- requires that you set up a new or use your existing Telstra ID;
- includes an allowance of data to use in Australia (with no excess data charges), and unlimited calls and SMS to standard national numbers;
- allows you to BYO device, a device under a 24 or 36 month device repayment option, or purchase a new device outright; and
- allows you to add on entertainment extras such as Netflix, Kayo and Live Pass

Please note that your Service does not include, and cannot be used for:

- Calls overseas
- International roaming
- Calls to premium numbers (1900 numbers etc)
- One Number
- Telstra Air

The Trial Services are not suitable for:

- Customers who require paper bills
- Customers who have are Medical Priority Assistance Customers
- Telstra VIP Customers (on the Diamond Program)
- Those affected by disaster, financial hardship, or with a primary language other than English
- Small Business customers

Your Service comes with:

- a mobile number (if you don’t want to transfer or don’t have a current mobile number);
- MessageBank or Voice2Text (see our Service Catalogue for more details);
- call features, including call forwarding, calling line identification and caller number display (see Part F – Managing Calls in Our Customer Terms Telstra Mobile Section for more details); and
- messaging features, including SMS delivery reporting and chat (see Part E – SMS).
1.4 Payment failure for primary SIM and mobile data pool

In addition to the General Collection process, if an Auto Payment fails for a payment for your Mobile Service and/or data pool, the collection process below will apply.

The collection process starts from the monthly payment date where the relevant direct debit has failed. The first 10 days after this is the Grace Period. We’ll email you to warn you that we’ll restrict your affected Services if you don’t pay within the Grace Period, and we’ll disconnect the affected Services if you don’t pay before the next monthly payment date (the Service Restriction Period).

<table>
<thead>
<tr>
<th>Renewal Date</th>
<th>Grace Period</th>
<th>10 days</th>
<th>Service Restriction Period</th>
<th>Next Renewal Date</th>
<th>Disconnection</th>
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</table>

If your direct debit fails, we email you a warning

We’ll email to warn you about the collection process and the consequences for not paying during the Grace Period and Service Restriction Period.

We’ll restrict the affected Mobile Service, which means you’ll only be able to make emergency calls. If the affected Service is your primary Mobile Service connected to your data pool, your data pool will also be suspended and you won’t be able to access data through any of your connected Mobile Services. If your other Mobile Services are on a different billing cycle that have been paid, these will remain active.

We’ll disconnect your affected Service. If the affected Service is your primary Mobile Service, then we’ll also disconnect all connected secondary Mobile Services. You’ll receive pro-rated refunds for any secondary Services you’ve already paid for between the disconnection date and their next monthly payment date.

1.5 Get Help

We replace SIM cards

You can request a replacement SIM card if you need one through our online 24x7 Chat or via the My Telstra app. We’ll provide a new SIM card free of charge within Australia.

Report Service Faults

You can check the status of an outage online or report a Telstra Mobile Service fault to our 24-hour service.

We’ll aim to repair Mobile Network faults within certain times

We’ll repair faults that occur on our mobile Networks and restore full service during standard business hours (8am-5pm Monday to Friday, except public holidays). We’ll also aim for the following:

<table>
<thead>
<tr>
<th>Fault location</th>
<th>Aim</th>
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<tbody>
<tr>
<td>All faults</td>
<td>Provide after-hours maintenance where there are major Network outages (giving priority to outages), natural disasters, and any other special cases that we consider deserve after-hours maintenance. Contact you every 48 hours with progress reports until the mobile services are restored.</td>
</tr>
<tr>
<td>Urban</td>
<td>Restore within two working days of being told about the fault</td>
</tr>
<tr>
<td>Rural</td>
<td>Restore within three working days of being told about the fault</td>
</tr>
<tr>
<td>Isolated areas</td>
<td>Restore within four working days of being told about the fault</td>
</tr>
</tbody>
</table>
### If you lose your handset, ask us to block it
- If your handset is lost or stolen, you can ask us to block it.  
  → **Blocking your handset** means people can’t use it on our Network (other than calls to emergency services and certain customer service numbers).
- If your handset was (or may have been) lost or stolen, we may block it before you notify us.  
  → Ask us to unblock your handset once you recover it, or if we block your handset by mistake.

### We can block and unblock your handset
- We may block your handset if:  
  → we reasonably think it is lost or stolen, or is threatening the integrity of our Network; or  
  → we are requested to block it as part of the inter-carrier International Mobile Equipment Identity (IMEI) blocking initiative.
- We may decide not to block or stop blocking your handset if you ask us, or if we believe there may be another handset with the same IMEI number we use to block and unblock your handset.  
  → You can call us before purchasing a handset to ensure it’s not blocked.

### 1.6 Leaving

If you choose to transfer your number to another mobile service provider on another network, we’ll use reasonable efforts to transfer your number. Your Mobile Service and any extras will be cancelled once the transfer is complete.
<table>
<thead>
<tr>
<th>Dictionary and Service Catalogue</th>
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</thead>
<tbody>
<tr>
<td><strong>Blocking your mobile handset</strong></td>
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<tr>
<td>Other participating mobile service providers will then invalidate the IMEI numbers on that list so that the corresponding handsets will not work on their networks either. However, we can’t promise that the other mobile service providers will invalidate your IMEI number or do so within a certain timeframe under this initiative.</td>
</tr>
<tr>
<td><strong>Call forwarding</strong></td>
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<td><strong>Calling line identification (CLI)</strong></td>
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<tr>
<td><strong>Caller number display</strong></td>
</tr>
<tr>
<td><strong>IMEI</strong></td>
</tr>
<tr>
<td><strong>MessageBank</strong></td>
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<tr>
<td><strong>Multimedia Messaging Service (MMS)</strong></td>
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<td>Our fault, repair or restoration of our networks and Services obligations don’t apply to MMS. See also SMS below.</td>
</tr>
<tr>
<td><strong>Standard Calls and Messages</strong></td>
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<tr>
<td><strong>Telstra Mobile Network</strong></td>
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<tr>
<td><strong>Voice2Text</strong></td>
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</table>
- If the Voice2Text service is activated, text conversions or notifications will replace your standard 101 notifications. You can still call 101 to listen to a received voice message.
- The terms (but not the fees) in clause 3 of Part F – Managing Calls in the Our Customer Terms Telstra Mobile Section.