



OUR CUSTOMER TERMS TELSTRA MOBILE SECTION PART A – GENERAL

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Certain words are used with the specific meanings set out under section 13 and in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.



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1 ABOUT THE TELSTRA MOBILE SECTION

Our Customer Terms

- 1.1 This is the Telstra Mobile section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply. For home and family customers these terms can be found at http://www.telstra.com.au/customer-terms/home-family/?red=/customerterms/home_family.htm; and for business and government customers at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.)

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Mobile section, then the Telstra Mobile section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Mobile section gives us the right to suspend or cancel your service, that right is in addition to our rights to suspend or cancel your service under the General Terms of Our Customer Terms.
- 1.5 If you are acquiring your service as a small business customer, you should be aware that whilst we do not guarantee or provide warranties in relation to certain aspects of the service, we will provide your service with reasonable care and skill. Nothing in the Telstra Mobile Section of Our Customer Terms affects your rights under consumer protection laws.
- 1.6 Despite any other provision of this Telstra Mobile section (including clause 1.3), even if the General Terms of Our Customer Terms have been excluded or are otherwise inconsistent with something in the Telstra Mobile section, the following clauses relating to compliance with the *Online Safety Act 2021* (Cth) apply (as applicable) to this Telstra Mobile section as though the relevant clause was set out in full here:
 - (a) clause 16 of the Consumer General Terms (in the case of home and family customers);
 - (b) clause 13 of the Small Business General Terms (in the case of small business customers); and
 - (c) clause 11 of the Corporate General Terms (in the case of corporate customers).

Parts of the Telstra Mobile section

- 1.7 The Telstra Mobile section is divided into separate documents:
 - (a) Part A – General
 - (b) Part B – Pricing Plans
 - (c) Part C – Special Promotions
 - (d) Part D – Other Call Types



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- (e) Part E – SMS and Messaging
- (f) Part F – Managing Calls
- (g) Part G – Data Services
- (h) Part H – BigPond Mobile Services
- (i) Part I – Heading Overseas (International Roaming)
- (j) Part J – Enhanced Business Services
- (k) Part K – Enterprise Mobility Management

2 THE TELSTRA MOBILE SERVICE

What is the Telstra Mobile Service?

- 2.1 On and from 1 December 2016, our mobile service in Australia (excluding Christmas Island) gives you:
- (a) access to the Telstra Mobile Network (excluding GSM/2G services);
 - (b) the ability to make and receive phone calls;
 - (c) a mobile phone number; and
 - (d) a choice of directory listing options.
- 2.2 Our mobile service on Christmas Island only gives you access to our GSM/2G service.
- 2.3 Telstra mobile MessageBank is a feature of your mobile service. International roaming may also be given to you as part of your service. You will be charged for call forwarding to MessageBank, retrieval of messages and if you make or receive calls overseas, as set out in Part F - Managing Calls and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. If you do not want MessageBank or international roaming, please ask us.
- 2.4 Our Telstra Mobile Network is made up of 3G, 4G and 4GX. References to our 3G service means a reference to services provided over the 850 MHz spectrum. References to our 4G service means a reference to services provided over the 1800 MHz spectrum. References to our 4GX service means a reference to services provided over the 700 MHz spectrum. On and from 1 December 2016 we closed our GSM/2G coverage (excluding Christmas Island). To the extent that there are any inconsistencies anywhere in Our Customer Terms with this clause (express or implied) this clause shall prevail.
- 2.5 The Telstra Mobile Network only includes access to 5G on eligible plans with a compatible device.
- 2.6 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to the supply of Telstra Mobile services if you get our written consent first.



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- 2.7 VoLTE or Voice over LTE allows customers to use Telstra’s 4G service (including while in a 4G only area) to make and receive phone calls on compatible mobile phones using Telstra’s 4G network. The calls are sent over a data (4G) network rather than a voice (3G) network. Your mobile device is able to make and receive phone calls on your mobile phone while in a 4G only coverage area, provided that VoLTE is enabled on your phone and you purchased your phone from Telstra. If you did not purchase your mobile phone from Telstra you will need to seek technical assistance to determine if you are able to enable VoLTE on your Compatible Device.
- 2.8 You can use our mobile service to call emergency services at no cost by dialling 000 or 112 if you are in an area with Telstra Mobile Network coverage. Depending on what handset you are using and what settings you have configured, the emergency services operator may see your location information via Advanced Mobile Location (or AML) technology. You agree that AML technology may use a small amount of data to calculate your location automatically when you make an emergency call.

3 CONNECTION AND SERVICE ACTIVATION

Timing

- 3.1 We will aim to connect 90% of applicants for our mobile service within two hours of receiving and accepting their application.
- 3.2 If you have asked us to port an existing mobile phone number away from another mobile service provider to us, we will aim to connect you within two hours of successfully completing that port. We will notify you if your port request has not been successfully confirmed.
- 3.3 Otherwise, we will aim to connect the applicants on the next working day.

Service activation charges

- 3.4 We charge you the following for service activation.
- 3.5 We currently do not charge new customers the account establishment fee or the activation charge totalling \$71.50 (GST incl). The account establishment fee does not apply to existing active accounts and new or existing Single Bill accounts.

SERVICE ACTIVATION CHARGES	GST EXCL.	GST INCL.
Account establishment fee for a Telstra mobile service.	\$25.00	\$27.50
Activating a Telstra mobile service (includes compatible SIM card)	\$40.00	\$44.00

- 3.6 Where your mobile service is cancelled for any reason other than due to our material breach, error or negligence, you must pay the applicable service activation charge to reconnect it.

Reconnecting your service after suspension for non-payment of account



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- 3.7 Except where your mobile service is included in a Single Bill, you must pay a reconnection charge where you ask us to reconnect any mobile service that we have suspended because you did not pay what you owe us in full by its due date (and where you are not in genuine dispute with Telstra over that owed amount). The amount of the reconnection charge is set out in the table below. The amount of the charge may also vary depending on whether you have a 10-digit or 13-digit Telstra account number.

RECONNECTION CHARGE	GST EXCL.	GST INCL.
Reconnection fee following final disconnection for non-payment (for all customers)	\$30.00	\$33.00
Reconnection fee following temporary disconnection for non-payment (for customers with a 10-digit Telstra account number)	\$53.64	\$59.00
Reconnection fee following temporary disconnection for non-payment (for customers with a 13-digit Telstra account number)	\$53.64	\$59.00

- 3.8 You do not have to pay a reconnection charge in any other case if your service has been suspended for any other reason (eg, when you ask us to temporarily suspend your service).

Important Note: We are upgrading our systems. Sections 3.9 – 3.13 only apply if you have a 10 digit Account Number.

Temporarily suspending your service

- 3.9 Subject to clause 3.10, we will temporarily suspend your service (up to a maximum period of 28 consecutive days):
- (a) if you ask us to. (If the minimum term of your service has expired, you can only ask us to do this once in any 12 month period); or
 - (b) you tell us that your phone is lost or stolen.
- 3.10 After the temporary suspension period passes, you must reconnect your service to the pricing plan that your service was on before the temporary suspension period.
- 3.11 If you are a more4you customer, you cannot temporarily suspend a service under your more4you Account Plan.
- 3.12 If you are a more4you customer and you tell us that your phone is lost or stolen, we can restrict your service on your more4you Account Plan from making or receiving calls for up to 28 days without charging you any Number Retention Charge. However, you must continue to pay your more4you minimum monthly spend for the period of the restriction.



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Retaining your number on temporary suspension

3.13 You must pay a Number Retention Charge if you wish to retain your mobile phone number during the temporary suspension, as set out in the table below. This fee will be adjusted on a pro-rata basis if the service is suspended for less than 28 days.

NUMBER RETENTION/TEMPORARY SUSPENSION CHARGE	GST EXCL.	GST INCL.
Fee each 28 day period	\$5.00	\$5.50

Important Note: We are upgrading our systems. Section 3.14 only applies if you have been allocated a 13 digit Account Number.

Lost or Stolen Handset

3.14 If your handset has been lost or stolen, we will restrict your service from making or receiving calls if you ask us to. You must contact us to have the restriction removed.

4 FAULTS

- 4.1 We will provide a 24-hour fault reporting service for telling us about mobile service faults.
- 4.2 We will repair faults that occur on our mobile networks and restore full service during standard business hours (8.00am to 5.00pm, Monday to Friday, except public holidays).
- 4.3 We will also maintain your SIM card against fair wear and tear, but not loss, theft or damage.
- 4.4 We will aim to restore our mobile services within the following timeframes of being told about a fault:
 - (a) in urban areas, within two working days;
 - (b) in rural areas, within three working days; and
 - (c) in isolated areas, within four working days.

After you tell us about a fault we aim to contact you every 48 hours with progress of the restoration until the mobile services are restored.

- 4.5 We will aim to provide after hours maintenance in the following cases:
 - (a) major network outages (giving priority to outages);
 - (b) natural disasters; and
 - (c) other special cases which we consider deserve after hours maintenance.

5 HANDSET WARRANTIES



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- 5.1 Our handsets come with statutory guarantees and other rights that cannot be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and in some circumstances refunds. You can ask us to suspend your service while your handset is being repaired or replaced, where you have not received a loan handset from us.
- 5.2 If you return a handset to us on the basis that it does not comply statutory guarantees or non-excludable rights under consumer protection laws and after conducting reasonable tests we reasonably determine that it does comply with statutory guarantees and non-excludable rights under consumer protection laws, then you will still need to pay the monthly spend for your service and for the reasonable costs of sending the handset back to you.



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6 MOBILE PHONE NUMBERS

Changing mobile phone numbers

- 6.1 You can ask us to change your mobile phone number at any time. We charge you the following each time your mobile phone number is changed. These charges only apply if you are a customer on the Telstra Mobile Network and your existing SIM card can be reused. You do not have to pay these charges in the special circumstances where the change of mobile phone number is because of nuisance calls.

CHARGES FOR CHANGING YOUR NUMBER	GST EXCL.	GST INCL.
Per change	\$30.00	\$33.00

Important Note: We are upgrading our systems. Sections 6.2 – 6.5 only apply if you have a 10 digit Account Number.

Reserving a number

- 6.2 You can ask us to search our database of available mobile phone numbers to choose a particular mobile phone number. You will not pay a search fee.
- 6.3 Once you have chosen a particular mobile phone number, you may reserve that number for up to six months before activating your Telstra mobile service. We charge you the following monthly charge for each reserved number:

NUMBER RESERVATION CHARGES	GST EXCL.	GST INCL.
Reservation charge (each month or part of a month)	\$5.00	\$5.50

- 6.4 Where you have not activated a Telstra mobile service for a reserved mobile phone number within six months of reserving it, we will return the number to our database of available numbers.

Premium Numbers

- 6.5 Where you have chosen a premium number we charge you the following:
- (a) an upfront charge as set out in the table in s.6.9; and
 - (b) a number reservation charge as set out in the table in s.6.3 above.

Important Note: We are upgrading our systems. Sections 6.6 – 6.8 only apply if you have been allocated a 13 digit Account Number.

Choosing a number

- 6.6 You can ask us to search our database of available mobile phone numbers to choose a particular mobile phone number. You will not pay a search fee.



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6.7 Once you have chosen a particular mobile phone number, you must immediately activate it on a Telstra mobile service or else we will return the number to our database of available numbers.

Premium Numbers

6.8 Where you have chosen a premium number we also charge you an upfront charge as set out in the table in s.6.9.

6.9 If a phone number falls within more than one of the categories set out in the table, then we charge you the higher charge.

PREMIUM NUMBER CHARGES

	GOLD : GST EXCL.	GOLD : GST INCL.	SILVER : GST EXCL.	SILVER : GST INCL.	BRONZE : GST EXCL.	BRONZE : GST INCL.
UPFRONT CHARGE	\$363.64	\$400.00	\$181.82	\$200.00	\$90.91	\$100.00
Same number	Six of same eg 999 999		Five of same eg 999 991 or 266 666			
Numbers in sequence	Six in sequence eg 234 567 or 965 432		Five in sequence eg 3 23456 or 23456 3 or 3 65432		Four in sequence eg 34 2345 or 2345 34 or 34 5432	
Triplet sets	Two identical triplets eg 350 350 Double Triplets eg 333 555 or 111 222		Identical pairs in same position within triplets eg 004 008 or 211 311 or 100 200 One triplet identical, one triplet in sequence eg 111 123 or 123 888 Mirror image eg 350 053		One triplet identical numbers eg 000 218 or 347 333 or 222 711	
Number pairs	Three identical pairs eg 12 12 12		Three pairs not identical eg 11 88 55		Two out of three identical pairs	



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	GOLD : GST EXCL.	GOLD : GST INCL.	SILVER : GST EXCL.	SILVER : GST INCL.	BRONZE : GST EXCL.	BRONZE : GST INCL.
			Three pairs in sequence eg 12 13 14 or 03 02 01		eg 11 11 78 or 67 12 12	

Contacting you

6.10 If we need to notify you of any matters relating to your services or accounts (including your account status), we may send an SMS text message to your mobile phone number. You must only allow someone else to use your mobile phone if you have authorised that person to operate your accounts, at least to the extent of receiving SMS text messages from us in relation to your accounts.

7 SIM CARDS AND REPLACING SIM CARDS

SIM cards

7.1 To enable a Telstra mobile service you need to insert a SIM card in the mobile device. The original SIM card that we give you is included in the service activation charge for your service.

7.2 The use of SIM cards and SIM Chips in relation to the Telstra Wireless M2M service is governed by Part G (Data Services) of the Mobile Section of the Our Customer Terms, not this Part A (General).

What is a compatible SIM card?

7.3 There are two types of SIM card - a "Telstra SIM" which is compatible with 3G, 4G or 4GX devices. You will not be able to access 3G, 4G or 4GX if you have a "Telstra SIM" inserted in a 2G/GSM device.

7.4 Notwithstanding clause 7.3, Christmas Island customers can only use a 2G SIM in a compatible GSM device

Replacing SIM cards

7.5 Where you need a replacement SIM card, we will provide you with one free of charge.

8 HANDSET BLOCKING

Asking us to block or unblock a handset

8.1 You can ask us to:

- (a) block the use of your handset if it is lost or stolen; or



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(b) unblock the use of your handset.

8.2 We block the use of your handset by invalidating the International Mobile Equipment Identity (IMEI) number of the handset in the Equipment Identity Register of our Telstra Mobile Network. This means that you will not be able to use the mobile device on our network except for making calls to emergency services and certain customer service numbers.

8.3 You can ask us to unblock the use of your handset:

- (a) if you believe that we may have blocked the use of your handset by mistake or
- (b) where you recover your lost or stolen handset.

8.4 Subject to the Australian Consumer Law provisions of the General Terms of Our Customer Terms, we are not responsible or liable to you in connection with any loss or damage you may suffer or incur in connection with us blocking or unblocking any handset on your request or instructions, except to the extent such loss or damage is caused or contributed to by our negligence.

When we can block or unblock a handset

8.5 We can block the use of a handset if:

- (a) we reasonably consider that a handset has been lost or stolen; or
- (b) we have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the intercarrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
- (c) we reasonably consider that a handset provides [a threat to the integrity of our telecommunications network or part of our telecommunications network](#)

8.6 We may decide:

- (a) not to block the use of a handset; or
- (b) to stop blocking the use of a handset,

if we believe that there may be another handset with the same IMEI number as that of the first handset.

8.7 If your handset has (or may have) been lost or stolen, it may be blocked. If your handset is blocked it will not work. You may wish to call us before purchasing any handset to ensure that it is not blocked.

When other mobile service providers can block handsets

8.8 Regardless of why we block your handset, we will include the IMEI number of that handset on a list of IMEI numbers that we have blocked.

8.9 We will send this list to other mobile service providers in accordance with the intercarrier blocking initiative introduced by the Australian Mobile Telecommunications Association.



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8.10 Other participating mobile service providers will then invalidate the IMEI numbers on that list, so that the corresponding handsets will not work on their GSM or 3G networks either.

8.11 We do not promise that the other participating mobile service providers will invalidate your IMEI number or do so within a certain time period in this initiative.

9 TELSTRA FAIRPLAY POLICY

This policy can be found at Our Customer Terms – Telstra.

10 MOBILE NUMBER PORTABILITY

What is Mobile Number Portability?

- 11.1 We provide a Mobile Number Portability (MNP) service as an option for you changing your mobile service provider.
- 11.2 MNP lets you keep your existing mobile phone number when you stop using the mobile service linked to that number and take up a new mobile service with another mobile service provider. This process is known as porting. You can only port active mobile phone numbers.

Moving to Telstra

If you wish to port an existing mobile phone number away from another mobile service provider to us, we will only give you a new Telstra mobile service when we accept your application and successfully complete the port. We will notify you if your port request has not been successfully confirmed.

Moving to another mobile service provider

- 11.3 We will use our reasonable efforts to port your number.

11 DISTANCE-BASED CHARGING AND TIME ZONES

- 12.1 Mobile phone calls are routed through the most suitable base station. At different times, the network may treat calls made from the same or similar locations as being made from within different mobile service areas. This may affect the charges that you pay where those charges are based on distance or time zone.
- 12.2 For the purpose of determining the time calls start, we treat calls as being made from the mobile service area of the chosen base station.

12 BILL REPRINTS

- 13.1 You must register for online billing to receive online bills. You can also ask for a paper copy of a past bill we have issued to you. When you ask us for a paper copy, we charge you the following:



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BILL REPRINT CHARGES	GST EXCL.	GST INCL.
Charge for using the internet to reprint online bills generated for the account.	Nil	Nil
Charge for us providing a reprint of the latest paper or online bill generated to resolve a billing dispute about the account	Nil	Nil
Charges for us providing an account summary statement with no itemisation of charges for past paper or online bills (which are not the latest paper or online bill) (per bill)	\$7.00	\$7.70
Charges for us providing a past paper or online bill with itemised charges (which is not the latest paper or online bill)	\$7.00	\$7.70

13 SPECIAL MEANINGS

13.1 In this section, the following words and abbreviations have the following meanings:

Call charges means charges for calls made using or through your mobile service. The following charges are excluded: charges for service activation, network access, international roaming services, equipment, any periodic charges, charges for services other than calls and any call charges and surcharges not charged under the terms of the relevant pricing plan. Call charges are calculated before any discounts or adjustments are applied.

Circuit switched refers to services accessed over our Telstra Mobile Network.

FairPlay Policy refers to the terms for the FairPlay Policy.

National direct dial calls refers to voice calls that:

- (a) originate and terminate within the national boundaries of Australia;
- (b) are not operator-assisted; and
- (c) are determined by our systems to be national direct dial calls.

Packet switched refers to services accessed over our GPRS, 3G or HSDPA networks.