## **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

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## Part C – Special Promotions and Mobile Value Added 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.

#### 1 About this Part

1.1 This is part of the Telstra Mobile section of the Business and Government part 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 <u>click here</u>; business and government customers <u>click here</u>.

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.

# Part A - Special Promotions that are available for new connections

#### 2 Telstra Pre-Paid Offers

#### For new activations and transfers on and from 4 November 2008

- 2.1 If you activate your Telstra Pre-Paid service or select a new offer on and from 4 November 2008 ("New Telstra Pre-Paid Customers"), you can choose one of the following offers (described in more detail below):
  - (a) Telstra Long Life offer; or
  - (b) Telstra Pre-Paid Plus<sup>TM</sup> offer;
  - (c) Telstra Pre-Paid Simplicity® offer; or
  - (d) Telstra Pre-Paid Beyond Talk® offer

#### as well as:

- (i) Browse Plus Packs; and
- (ii) Talk Plus Packs.



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## Part C – Special Promotions and Mobile Value Added Services

Browse Plus Packs and Talk Plus Packs are not available for use or purchase while connected to the Telstra Pre-Paid Plus<sup>TM</sup> offer. For options that are compatible with this offer, see clause 2.12.

- 2.2 If you activate a co-branded JB Hi-Fi/Telstra Starter Kit or Handset Pack until 6 June 2012, unless extended by Telstra (also "New Telstra Pre-Paid Customers"), you can change your offer up to ten times in a twelve month period. If you change your offer more than ten times in a twelve month period we may cancel or limit your right to use an offer or change your offer. If we do so, we will contact you beforehand in writing or by text message. If you change your offer, you keep your Pre-Paid balance, but will not be able to access any of the benefits associated with your previous offer. In most cases, your benefits will be held for you should you choose to change back to your previous offer before the benefits have expired. The 1 cent text benefit is not retained in this way (see individual plan details below). If you are eligible for and choose the JB Hi-Fi Pre-Paid Mobile Offer and you change offer you can not change back to the JB Hi-Fi Pre-Paid Mobile Offer.
- 2.3 If you activate your Telstra Pre-Paid service or change to a new offer on and from 4 November 2008, you will not be able to obtain any benefits on your new offer until you recharge your account by an amount large enough to attract a benefit.
- 2.4 Unlike Telstra Pre-Paid offers available to new customers before 4 November 2008:
  - (a) if you recharge your service before your credit expiry date, your new credit expiry date will be the later of either:
  - (i) the expiry date for your existing balance (before you recharged); or
  - (ii) the expiry date for your new recharge amount; and
  - (b) any benefit associated with a recharge amount, will expire after a set amount of time (depending on your offer and recharge amount), no matter whether you recharge again before the expiry date.

See <u>Part B - Pre Paid Pricing Plans of the Telstra Mobile Section</u> of Our Customer Terms for details.

#### For new activations on the Boost Pre-Paid UNLTD PLUS™

- 2.5 If you activate a Boost-branded Starter Kit or Handset Pack, you can choose the Boost Pre-Paid UNLTD PLUS<sup>TM</sup> offer (described in clause 3). You cannot change to any non-Boost offer without obtaining a new Telstra SIM Starter Kit.
- 2.6 If you activate a \$2 Boost-branded Starter Kit or any Boost-branded Handset Pack you will not be able to obtain any benefits on your offer until you recharge your account by an amount large enough to attract a benefit.



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## Part C – Special Promotions and Mobile Value Added Services

#### Telstra Pre-Paid Plus™ offer

2.7 New and existing Telstra Pre-Paid customers who select the Telstra Pre-Paid Plus™ offer and recharge their service by \$30 or more in a single transaction, or activate a \$30 or above Telstra Pre-Paid Starter Kit, will receive the following benefits:

| Benefits  | \$30   | \$40                               | \$50  |
|---|--|------------------------------------|-------|
| Data  | 1.5GB  | 3GB                                | 4GB   |
| Calls to standard Australian numbers includes MessageBank® retrieval  | \$700 Call Credit +<br>unlimited standard<br>calls to Telstra<br>mobiles | Unli                               | mited |
| <b>Texts</b> to standard Australian mobiles                           | Unlimited  |                                    |       |
| Calls to standard International numbers                               | From Plus Credit<br>charged at standard<br>rates                         | Unlimited to Selected Destinations |       |
| Plus Credit For international calls and text, roaming and Premium SMS | \$5  | \$10                               | \$15  |
| Roll over unused data to use within your next recharge.               |  |                                    |       |

All to use in Australia within 28 days.

#### where:

- (a) Call Credit excludes usage such as calls/text to international numbers, satellite numbers and premium numbers (eg 19xx numbers), operator assisted calls (eg. most 12xx numbers except 1258880, 1258887, 1258888, 125111), diverted calls, content downloads and subscriptions, and all use while overseas and any other calls/usage determined by us to be excluded;
- Plus Credit excludes calls/text to Australian numbers, MessageBank® (b) retrieval, pay-as-you-go data and content purchases such as Google Play;
- Calls to standard international numbers: (c)
- (i) excludes:
  - (A) satellite and premium numbers and video calls; and



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## Part C – Special Promotions and Mobile Value Added Services

- (B) for the avoidance of doubt, numbers with a prefix of +4484 or +4487; and
- (ii) includes calls to Canada, China, Hong Kong, India, Malaysia, New Zealand, Singapore, South Korea, UK and USA ("Selected Destinations");
- (d) content purchases from Google Play are excluded; and
- (e) all benefits expire after 28 days, except for unused data which will rollover where you recharge again on this offer before expiry. Unused data will only rollover once for use in that next 28 day period.
- 2.8 Recharges between \$30.01-\$59.99 will provide you with the benefits in 2.7 relating to the closest recharge amount (rounding down).
- 2.9 Recharges >\$50 will receive the same benefits as the \$50 recharge, except for data which is as per below:

| \$60 | \$70 | \$80 | \$100 | \$140 | \$180  | \$200  |
|------|------|------|-------|-------|--------|--------|
| 5GB  | 6GB  | 7GB  | 8GB   | 10GB  | \$12GB | \$14GB |

- 2.10 Recharges <\$30 will provide you with recharge credit equivalent to the recharge amount. Usage will be debited from your recharge credit at pay-as-you-go rates in accordance with the charges in 2.16
- 2.11 If you have recharge credit, you can use this to purchase the Data Plus Packs in clause 2.12 and International Browse Plus Packs while on this offer. All other packs are incompatible.
- 2.12 If you are on this offer and have sufficient recharge credit, you may purchase a Plus<sup>TM</sup> Pack listed below for additional recharge credit and data to use in Australia within 7 days of the recharge redemption date:

| Cost / Recharge Credit | Data  |
|------------------------|-------|
| \$10                   | 1GB   |
| \$20                   | 2.5GB |

2.13 Your Plus<sup>TM</sup> Pack inclusions will be used before the inclusions in 2.7.



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## Part C – Special Promotions and Mobile Value Added Services

- 2.14 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 2.15 When you change to an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your benefits as at the date of the change will not be retained.
- 2.16 We will debit your Telstra Pre-Paid account for usage in accordance with the charges below. For any call, message or usage types not specifically set out below, charges set out in Part B Pricing Plans Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply and be deducted from your Plus Credit unless otherwise specified. To the extent of any inconsistency, the charges set out in this clause will apply.

| Type of Call  | Charge (per min or part) |
|---|--------------------------|
| Voice calls to a standard Australian mobile or fixed number             | \$0.89                   |
| Connection fee (Standard voice and video calls to an Australian mobile  | \$0.39                   |
| or fixed number)  |                          |
| SMS (Text messages to mobiles in Australia, per message sent, per       | \$0.29. The terms and    |
| recipient)  | conditions for SMS are   |
|   | set out in Part E – SMS  |
|   | Messages and Email of    |
|   | the Telstra Mobile       |
|   | section of Our Customer  |
|   | Terms                    |
| National video calling (Standard calls to an Australian mobile or fixed | \$1.10                   |
| number (charged per 60 second block))                                   |                          |
| Diversions (charged per 60 second block)                                | \$0.89 per min           |
| MessageBank® retrieval  | \$0.89 per min + \$0.39  |
|   | connection fee           |
| Calls to all 13, 1300, 1800 and 016 numbers                             | \$0.89 per min + \$0.39  |
|   | connection fee           |
| Pay As You Go (PAYG) Data Rate  | Not applicable           |

2.17 Our FairPlay Policy applies.



#### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

#### **Telstra Long Life offer**

- 2.18 Until 15 March 2009 unless extended by us, New Telstra Pre-Paid Customers who select the Telstra Long Life offer and who recharge in a single transaction:
  - (a) between \$5 and \$19.99 will receive the standard 14 day expiry period for that amount (except Credit Me2U transfers);
  - (b) between \$20 and \$29.99 will receive a 60 day expiry period for that amount;
  - (c) between \$30 and \$39.99 will receive a 60 day expiry period for that amount;
  - (d) between \$40 and \$49.99 will receive a 6 month expiry period for that amount and up to 50 Bonus Telstra Talk minutes to standard Telstra numbers;
  - (e) between \$50 and \$69.99 will receive a 6 month expiry period for that amount and up to 100 Bonus Telstra Talk minutes to standard Telstra numbers;
  - (f) between \$70 and \$99.99 will receive a 12 month expiry period for that amount and up to 100 Bonus Telstra Talk minutes to standard Telstra numbers; and
  - (g) above \$100 will receive a 12 month expiry period for that amount and up to 200 Bonus Telstra Talk minutes to standard Telstra numbers.
- 2.19 The Bonus Telstra Talk is for calls to standard Telstra landline and mobile numbers and excludes some calls including MessageBank retrieval calls, video calls, voice and video calls to international destinations, calls to satellite services, content calls, premium services and calls made while roaming overseas.
- 2.20 It may take up to 48 hours from when you recharge for the extended network access period of 60 days, 6 or 12 months to take effect.
- 2.21 When you choose to accept an alternate Telstra Pre-Paid Offer, your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer.
- 2.22 Our Fair Play Policy applies.



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#### Telstra Pre-Paid Simplicity® Offer

- 2.23 Until 30 July 2012 unless extended by us, new Telstra Pre-Paid customers and existing Telstra Pre-Paid customers who select the Telstra Pre-Paid Simplicity® Offer and recharge their service by \$20 or more in a single transaction, or activate a \$30 or above Telstra Pre-Paid Starter Kit, will be entitled to:
  - (a) a corresponding value of credit for all pre-paid services
  - (b) discounted rates as set out in clause 2.24
  - (c) credit expiry periods dependent on the recharge amount as set out in clause 2.27.
- 2.24 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service:

| Connection fee for calls to standard Australian and International numbers                           | \$0.00     |
|---|------------|
| Standard voice calls to<br>an Australian mobile or<br>fixed number (charged<br>per 60 second block) | \$0.15     |
| SMS (Text messages to<br>mobiles in Australia, per<br>message sent per<br>recipient)                | \$0.12     |
| International SMS (Text<br>messages to mobiles<br>overseas, per message<br>sent per recipient)      | \$0.20     |
| Pay As You Go Data<br>Rate  | 10c per MB |

International direct call rates are set out under clause 3.39 in Part B – Pricing Plans – Pre Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms

For any call, message or usage types not specifically set out above, the charges set out in Part B – Pricing Plans – Prepaid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.



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- 2.25 The discounted rates set out in clause 2.24 excludes some calls and messages including calls to national fax lines, diverted calls, MessageBank retrieval calls, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and usage made while roaming overseas and any other calls and usage determined by us to be excluded.
- 2.26 The PAYG data rate applies for use in Australia. It excludes content charges and all use while overseas. Where the volume of data transferred is not a whole megabyte, it is rounded up to the next megabyte at the end of each session.
- 2.27 The credit expiry period depends on the recharge amount. Customers who recharge:
  - (a) between \$20 and \$29.99 will receive a 30 day expiry period for that amount.;
  - (b) between \$30 and \$49.99 will receive a 60 day expiry period for that amount;
  - (c) between \$50 and \$99.99 will receive a 3 month expiry period for that amount:
  - (d) \$100 and above will receive a 6 month expiry period for that amount.
- 2.28 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 2.29 When you choose to accept an alternate Telstra Pre-Paid Offer, your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer.
- 2.30 Our Fair Play Policy applies.

#### JB Hi-Fi Pre-Paid Mobile Offer

- 2.31 Until 6 June 2012 unless extended by us, Telstra Pre-Paid customers who purchase a SIM card either as part of a handset pack or SIM Starter Kit from a JB Hi-Fi store and select the JB Hi-Fi Pre-Paid Mobile Offer and recharge their service by \$20 or more in a single transaction will be entitled to:
  - (a) a corresponding value of credit for all pre-paid services
  - (b) discounted rates as set out in clause 2.33
  - (c) an amount of Mobile Internet Data allowance to use in Australia



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

- (d) credit expiry periods dependent on the recharge amount as set out in clause 2.36.
- 2.32 JB Hi-Fi Pre-Paid Mobile customers who recharge \$20 or more in a single transaction will receive an amount of Mobile Internet Data allowance to use in Australia. Customers who recharge:
  - (a) between \$20 and \$29.99 will receive up to 50 MB;
  - (b) between \$30 and \$39.99 will receive up to 100MB;
  - (c) between \$50 and \$59.99 will receive up to 200MB;
  - (d) \$100 and above will receive up to 500MB.
- 2.33 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service:

| Connection fee for calls to standard Australian numbers   | \$0.00     |
|---|------------|
| Connection fee for calls to standard Internaional numbers | \$0.35     |
| Standard voice calls to an Australian mobile or           | \$0.12     |
| fixed number (charged                                     |            |
| per 60 second block)                                      |            |
| SMS (Text messages to                                     |            |
| mobiles in Australia, per                                 |            |
| message sent per  | \$0.12     |
| recipient)  | ·          |
| International SMS (Text                                   |            |
| messages to mobiles                                       | ΦΟ 25      |
| overseas, per message                                     | \$0.35     |
| sent per recipient)                                       |            |
| Pay As You Go Data  | 50c per MB |
| Rate (charged per MB)                                     | -          |

The International direct call rates that apply to the Telstra Pre-Paid Talk & Text+ offer set out under clause 3.39 in Part B – Pricing Plans –Pre Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms apply to the JB Hi-Fi Pre-Paid Mobile Offer.



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For any call, message or usage types not specifically set out above, the charges that apply to the Telstra Pre-Paid Talk & Text+ offer set out under clause 2.16 in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

- 2.34 The discounted rates set out in clause 2.33 excludes some calls and messages including calls to national fax lines, diverted calls, MessageBank retrieval calls, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and usage made while roaming overseas and any other calls and usage determined by us to be excluded.
- 2.35 The bonus data allowance and PAYG data rate apply for use in Australia. It excludes content charges and all use while overseas. Where the volume of data transferred is not a whole megabyte, it is rounded up to the next megabyte at the end of each session.
- 2.36 The credit expiry period depends on the recharge amount. Customers who recharge:
  - (a) between \$20 and \$29.99 will receive a 30 day expiry period for that amount;
  - (b) between \$30 and \$49.99 will receive a 60 day expiry period for that amount;
  - (c) between \$50 and \$99.99 will receive a 90 day expiry period for that amount:
  - (d) \$100 and above will receive a 180 day expiry period for that amount.
- 2.37 Your Telstra Pre-Paid account balance must not exceed \$300 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$300 any subsequent recharge attempt will fail.
- 2.38 If you choose to accept an alternate Telstra Pre-Paid Offer, you cannot move back to this offer at a later date. Your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer.
- 2.39 Our Fair Play Policy applies.

#### Telstra Pre-Paid Beyond Talk® Offer

2.40 Until 29 October 2012 unless extended by us, new Telstra Pre-Paid customers and existing Telstra Pre-Paid customers who select the Telstra Pre-Paid Beyond Talk® Offer



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## Part C – Special Promotions and Mobile Value Added Services

and recharge their service by \$30 or more in a single transaction, or activate a \$30 or above Telstra Pre-Paid Starter Kit, will be entitled to:

- (a) a corresponding value of credit for all Pre-Paid services
- (b) subject to the exclusions in 2.41, 2.42 and 2.43, an amount of Mobile Internet Data allowance ("bonus data"), bonus voice minutes to standard Australian numbers ("bonus talk") and bonus text messages to standard Australian numbers ("bonus text") to use in Australia as follows:
- (i) Recharge between \$30 and \$39.99 and get 200 MB bonus data, 200 bonus talk minutes and 200 bonus texts, plus 1c Text to Telstra mobiles;
- (ii) Recharge between \$40 and \$49.99 and get 300 MB bonus data, 300 bonus talk minutes and 300 bonus text, plus 1c Text to Telstra mobiles
- (iii) Recharge between \$50 and \$69.99 and get 400MB bonus data, 500 bonus talk minutes and unlimited bonus text;
- (iv) Recharge between \$70 and \$99.99 and get 600MB bonus data, 700 bonus talk minutes and unlimited bonus text;
- (v) Recharge \$100 and above and get 1GB bonus data, 800 bonus talk minutes and and unlimited bonus text.
- (c) Standard text messages to any standard Telstra mobile number at the rate of 1 cent per message per recipient (sender must be in Australia and any bonus text will be used first)
- 2.41 Unused bonus voice minutes, text messages and data will expire and be forfeited after 30 days from the date of recharge. If all of your bonus voice minutes, text messages or data are used within the thirty day expiry period, the cost of any subsequent voice calls, text messages or data will be deducted from the remaining Telstra Pre-Paid account balance at the rates set out in 2.45.
- 2.42 Bonus voice minutes and text messages excludes some calls and messages including MessageBank retrieval calls, video calls, voice and video calls to international destinations, text and picture messages to international destinations, texts to satellite services and data carriage browsing, content calls, premium services and calls and texts made while roaming overseas.
- 2.43 The bonus data allowance applies for use in Australia and excludes content charges.
- 2.44 Any Browse Plus Pack, Text Plus Pack or Talk Plus Pack credits are used first (at your selected Pack's rate) before you can browse, text or make calls using your bonus data, bonus text or bonus talk.



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## Part C – Special Promotions and Mobile Value Added Services

2.45 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

| Standard calls to an Australian  | \$0.78                  |
|----------------------------------|-------------------------|
| mobile or fixed number (charged  |                         |
| per 60 second block)             |                         |
| Connection fee (Standard voice   | \$0.39                  |
| and video calls to an Australian |                         |
| mobile or fixed number)          |                         |
| SMS (Text messages to mobiles    | \$0.29                  |
| in Australia, per message sent,  |                         |
| per recipient)                   |                         |
| Messagebank diversion            | Free                    |
| Messagebank Retrieval (charged   | \$0.78 + \$0.39         |
| per 60 second block)             | connection fee          |
| MMS picture and audio per        | \$0.75                  |
| message per recipient within     |                         |
| Australia                        |                         |
| Text (SMS) per message per       | \$0.35                  |
| recipient to an International    |                         |
| number                           |                         |
| MMS picture, audio or video per  | \$0.75                  |
| message per recipient to an      |                         |
| international number             |                         |
| Pay As You Go Data Rate          | \$2 per MB (charged per |
|                                  | kb)                     |

- 2.46 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 2.47 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer;
  - (b) any unused part of your bonus data, bonus talk or bonus text as at the date of change will be retained (separate from any other Plus Pack credits or bonus credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Telstra



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- Pre-Paid Beyond Talk offer, any unused and unexpired part of your bonus data, bonus text or bonus talk will again become available for use, for the remainder of the applicable original 30 day expiry period; and
- (c) you will no longer be able to send 1 cent text messages to other Telstra mobiles (if applicable). If you later choose to return to the Telstra Pre-Paid Beyond Talk offer, you will not be able to send 1 cent text messages until you recharge \$30 or more in a single transaction under the offer.
- 2.48 Our FairPlay Policy applies.

#### **Browse Plus Packs**

- 2.49 Eligible Telstra Pre-Paid customers can purchase a Browse Plus Pack.
- 2.50 Browse Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Freedom® Offer.
- 2.51 To purchase a Browse Plus Pack, you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile or purchase online at <a href="https://www.telstra.com/prepaid">www.telstra.com/prepaid</a>. The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.
- 2.52 Browse Plus Packs available for purchase on and from 16 November 2010 are:

| Pack name and code | Pack purchase price (GST incl.) | Included allowance for<br>3G, HSDPA or GPRS<br>data usage (calculated<br>per KB) |
|--------------------|---------------------------------|--|
| BROWSEPLUS5        | \$5                             | 30MB   |
| BROWSEPLUS10       | \$10                            | 200MB  |
| BROWSEPLUS20       | \$20                            | 700MB  |
| BROWSEPLUS39       | \$39                            | 1GB  |
| BROWSEPLUS49       | \$49                            | 3GB  |
| BROWSEPLUS59       | \$59                            | 4GB  |

2.53 Browse Plus Packs available for purchase until 15 November 2010 are:



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| Pack name and code | Pack purchase price (GST incl.) | Included allowance for<br>3G, HSDPA or GPRS<br>data usage (calculated<br>per KB) |
|--------------------|---------------------------------|--|
| BROWSEPLUS5        | \$5                             | 20MB   |
| BROWSEPLUS10       | \$10                            | 150MB  |
| BROWSEPLUS20       | \$20                            | 300MB  |
| BROWSEPLUS39       | \$39                            | 750MB  |
| BROWSEPLUS49       | \$49                            | 2GB  |
| BROWSEPLUS79       | \$79                            | 4GB  |

2.54 Browse Plus Packs available for purchase until 12 May 2010 are:

| Pack name and code | Pack purchase price (GST incl.) | Included allowance for<br>3G, HSDPA or GPRS<br>data usage (calculated<br>per KB) |
|--------------------|---------------------------------|--|
| BROWSEPLUS5        | \$5                             | 5MB  |
| BROWSEPLUS10       | \$10                            | 100MB  |
| BROWSEPLUS29       | \$29                            | 200MB  |
| BROWSEPLUS59       | \$59                            | 750MB  |

Unused data expires in 30 days.

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 Gigobyte (GB)
- 2.55 The included data allowance in your Browse Plus Pack cannot be used for content charges or while roaming overseas. Refer to <a href="Part I Heading Overseas">Part I Heading Overseas</a> (International Roaming) for data charges while roaming overseas
- 2.56 Once all included data allowance for a Browse Plus Pack has been used, standard data rates automatically apply from your standard pre-paid account.



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- 2.57 Browse Plus Pack credits are used before any other Telstra Pre-Paid offers.
- 2.58 Our FairPlay Policy applies.

#### **Talk Plus Packs**

- 2.59 Until 30 June 2009 unless extended by us, eligible Telstra Pre-Paid customers who activated their service from 12 September 2006, or choose to transfer to the charges applicable to customers who activate from 12 September 2006, can purchase a Talk Plus Pack.
- 2.60 Talk Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Freedom® Offer.
- 2.61 To purchase a Talk Plus Pack you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile or purchase online at <a href="www.telstra.com/prepaid">www.telstra.com/prepaid</a>. The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.
- 2.62 Talk Plus Packs available for purchase are:

| Pack name and code | Pack purchase price (GST incl.) | No. included voice minutes<br>in Pack (minutes used are<br>deducted in 60 second<br>blocks or part thereof) |
|--------------------|---------------------------------|---|
| TALKPLUS5          | \$5                             | 10  |
| TALKPLUS10         | \$10                            | 25  |
| TALKPLUS20         | \$20                            | 55  |
| TALKPLUS50         | \$50                            | 150   |

- 2.63 The included voice minutes in your Talk Plus Pack can only be used to make standard voice calls to fixed and mobile phones on any network in Australia. The included voice minutes cannot be used for some calls such as premium, satellite, international roaming and to 0500, 1900 and 13 numbers.
- 2.64 You have 30 days from your successful Talk Plus Pack purchase to use the included voice minutes. Unused voice minutes after this time will be forfeited.
- 2.65 Once all included voice minutes for a Talk Plus Pack have been used, standard voice call rates automatically apply from your standard pre-paid account.



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## Part C – Special Promotions and Mobile Value Added Services

2.66 Talk Plus Pack credits are used before any other Telstra Pre-Paid offers.

#### 3 Boost Pre-Paid Offers

3.1 Customers who purchase a Boost-branded SIM either as part of a handset pack or Boost Starter Kit and select the Boost Pre-Paid UNLTD PLUS<sup>TM</sup> offer (the "Offer") will be entitled to the following inclusions in accordance with the relevant recharge values below (each a "Boost Recharge"):

|   | \$25 ULTRA+TM                   | \$40 UNLTD+<br>TM | \$50 UNLTD +TM     |
|---|---------------------------------|-------------------|--------------------|
| Data (charged per MB)   | 1.5GB                           | 5GB               | 7GB                |
| Data for use 9pm Friday – 11:59pm Sunday                              |                                 | 1GB               |                    |
| (AEST) (charged per MB)   |                                 |                   |                    |
| Calls to standard national numbers                                    | 100mins<br>(charged per<br>min) | Unlimited         | Unlimited          |
| MessageBank® retrieval<br>and 1300/1800 numbers                       |                                 | Unlimited         |                    |
| Texts to standard national numbers                                    |                                 | Unlimited         |                    |
| Calls & Text to standard international numbers for use from Australia | N/A                             | Unlimited to 10 S | Selected Countries |
| Expiry  | 28 days or next recharge        |                   |                    |

#### 3.2 In clause 3.1, the:

(a) selected countires include Canada, China, Hong Kong, India, Malaysia, New Zealand, Singapore, South Korea UK and USA (the "Selected Countries"); and



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- (b) the unlimited allowances exclude talk/text to international numbers (unless the country is listed in clause 3.2(a)), satellite or premium numbers (eg. 19xx numbers), operator assisted calls (most 12xx numbers), diverted calls, content charges and all use overseas, as well as any other calls and usage determined by us to be excluded.
- 3.3 Customers who recharge an amount other than an amount specified in a Boost Recharge will receive an equivalent value of Boost Bolt-On<sup>TM</sup> Credit and will not receive the benefits of the Offer.
- 3.4 Customers who purchase a Boost-branded SIM (or receive one as part of a handset pack) will be entitled to:
  - (a) \$10 of credit to use on voice calls, SMS and MSS to standard national numbers; and
  - (b) unlimited Messagebank retrieval and unlimited calls to 1300 and 1800 numbers

for use within 7 days.

- 3.5 All Boost Customers can:
  - (a) access 2G, 3G and 4G services on the Telstra Mobile Network; and
  - (b) purchase a Boost Bolt-On <sup>TM</sup> for services not included in their Offer.
- 3.6 Customers who purchase a Boost Bolt-On<sup>TM</sup> will receive the following inclusions:

| Credit  | \$10                            |
|---|---------------------------------|
| Data  | 500MB                           |
| Calls and texts to standard national numbers      | Unlimited                       |
| Calls and texts to standard international numbers | Unlimited to Selected Countries |

- 3.7 The inclusions of the Boost Bolt-On<sup>TM</sup>:
  - (a) can only be used if you are within the credit expiry date of a Boost Recharge;
  - (b) are used before the inclusions of the active Boost Recharge; and



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- (c) Can not, in respect of the Credit:
- (i) be used on data in Australia or overseas; nor
- (ii) exceed a maximum balance of \$100.
- 3.8 Boost Bolt-On™ Credit will be debited in accordance with the charges set out below. For any call, message or usage types not specifically set out below, charges set out in Part B Pricing Plans Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

| Diversions (charged per 60 second block) | \$0.89 per minute plus \$0.39 connection fee  |
|--|---|
| International voice calls                | As per clause 3.39 in Part B – Pricing Plans – Pre Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms  Plus a \$0.39 connection fee |
| International SMS                        | \$0.35  |
| International MMS                        | MMS Picture and Audio- \$0.75<br>MMS Video- \$0.75  |

- 3.9 The following services are not available to customers on the Offer: CreditMe2U, Text Plus Packs, Pics Plus Packs, BlackBerry Individual Solution, Browse Plus Packs, Talk Plus Packs, 1234, Call Connect and other services provided by Sensis.
- 3.10 The terms of Part B Pricing Plans Pre-Paid Pricing Plans apply to customers on the Offer as if "Telstra Pre-Paid" read "Boost", except that:
  - (a) References to 1258880 should be read as 125 8881 for these customers
  - (b) References to #100# should be read as #111# for these customers
  - (c) Clauses 3.11 3.17 do not apply
- 3.11 Customers on the Offer can recharge by purchasing and activating Boost-branded recharge cards or vouchers from selected outlets and ATM, by using #111# on their handset or using any other eligible method listed in the Critical Information Summary.
- 3.12 Our Fair Play Policy applies.



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## Part C – Special Promotions and Mobile Value Added Services

# 4 Mobile Repayment Option ("MRO") and Device Payment Contract (DPC)

#### MROs - before 25 June 2019

4.1 Under the MRO, we offer approved customers credit (the "Mobile Repayment Option Amount") to contribute to the purchase price of a mobile handset or device and allow you to repay that credit by monthly instalments over a 24 or 36 month period ("MRO term"). Customers may receive a Smartphone Bonus Offer ("SBO") when they purchase a smartphone/tablet on a 24 or 36 month MRO contract and take up an eligible plan

#### **DPCs**

- 4.2 Under the DPC, we offer approved customers credit (the "**Device Payment Contract Amount**") to contribute to the purchase price of a mobile handset or device and allow you to repay that credit by monthly instalments ("**DPC term**") being:
  - (a) a 12, 24 or 36 month period for customers who enter into a DPC on and from 18 August 2020;
  - (b) a 24 or 36 month period for customers who enter into a DPC from 25 June 2019 to 17 August 2020;
  - (c) a 12 or 24 month period for customers who first entered into the DPC before 25 June 2019.
- 4.3 Customers may receive a Device Payment Discount ("**DPD**") when they purchase an eligible mobile handset or device on a 12, 24 or 36 month DPC.

#### **Availability**

4.4 MRO and DPC are available with the following plans:

| Plan                                  | MRO/DPC Availability                    |  |
|---------------------------------------|---|--|
| Plans available for new customers     |   |  |
| Business Mobile Plans                 | DPC available until withdrawn by us     |  |
| Business Mobile Data Plans            | DPC available until withdrawn by us     |  |
| Plans not available for new customers |   |  |
| Data Share SIM Plan \$5               | MRO/DPC available until withdrawn by us |  |
| Business Mobile Choice Plan           | MRO/DPC available until withdrawn by us |  |
| Business Mobile Broadband Plans       | MRO/DPC available until withdrawn by us |  |
| Business Tablet Choice Plan           | MRO/DPC available until withdrawn by us |  |



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

| Plan  | MRO/DPC Availability                    |
|---|---|
| My Business \$99 Wireless Broadband<br>Plan | MRO/DPC available until withdrawn by us |
| My Business Mobile Plans                    | MRO/DPC available until withdrawn by us |
| My Business Mobile Data Plans               | MRO/DPC available until withdrawn by us |
| My Business Wireless Broadband<br>Plans     | MRO/DPC available until withdrawn by us |
| Go Business Mobile Plans                    | MRO/DPC available until withdrawn by us |
| Go Business Mobile Broadband Plans          | MRO/DPC available until withdrawn by us |
| Telstra Easy Share Business Plans           | MRO/DPC available until withdrawn by us |
| My Business Voice and Data Share SIM        | MRO/DPC available until withdrawn by us |

#### **Terms**

- 4.5 The MRO Amount or DPC Amount (as applicable) chosen cannot be more than the price of the handset or device (incl GST).
- 4.6 We will pay the MRO Amount or DPC Amount (as applicable) directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 4.7 If the price of the mobile handset or device is higher than the MRO Amount or DPC Amount (as applicable), you must pay the difference between the price of the handset/device (incl GST) and the MRO Amount or DPC Amount (as applicable) directly to us or the participating Telstra Shop/dealer where you purchase the handset.
- 4.8 You must repay the MRO Amount or DPC Amount by monthly instalments over the MRO Term or DPC Term (as applicable). If you do not repay the MRO Amount or DPC Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms.
- 4.9 You must maintain your MRO term and eligible plan, or DPC term for the full period to continue to receive your SBO or DPD (as applicable).
- 4.10 You must repay the balance of the MRO Amount or DPC Amount outstanding if your mobile service or account is cancelled before the end of the MRO term or DPC term (as applicable).
- 4.11 Only one MRO or DPC may be entered into for each eligible service. We must separately approve applications for four or more Mobile Repayment Options and/or DPCs per customer.



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## Part C – Special Promotions and Mobile Value Added Services

#### **Additional Terms for DPCs**

- 4.12 For all DPCs entered into on and from 25 June 2019, the following additional terms apply:
  - (a) We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the DPC (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the DPC.
  - (b) In addition to how we may use and share your information under our <u>Privacy Statement</u>, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
  - (c) Your obligation to make payments under or in connection with the DPC is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the DPC for any reason whatsoever.

## 5 Accessory Repayment Option ("ARO")

#### What is ARO?

5.1 Under the ARO, we will offer approved customers credit known as a Accessory Repayment Amount and allow you to repay that credit by monthly instalments over a 12 month period ("ARO term"). This credit contributes towards the upfront purchase price of a mobile accessory or package of accessories.

#### **Availability**

Unless we say otherwise, ARO is available until the date that we determine, for all eligible customers (eligible customers are set out in the table contained in clause 8.2 below). An ARO can only be taken up at the point of entering into one of the plans listed in 8.2 and not at any later date.

#### **Accessory Repayment Amounts**

5.2 Different Accessory Repayment Amounts are available depending on your chosen accessories and plan. The available Accessory Repayment Amounts are set out below.



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| Accessory Repayment Amounts     | Eligible customers  |  |
|---------------------------------|---|--|
| Accessory<br>Repayment Amounts: | Any customer signing up after 1 November 2012 to one of the following plans on a 12 or 24 month term: |  |
| \$120 and \$240                 | 1.  | Business Mobile Choice Plan  |
|                                 | 2.  | Business Tablet Choice Plan  |
|                                 | 3.  | Business Mobile Plans  |
|                                 | 4.  | Business Mobile Broadband Plans  |
|                                 | 5.  | Mobile Accelerate Plans (including BYO and Data Share but excluding Mobile Accelerate Casual Plans); |
|                                 | 6.  | Every Day Connect Plans (including BYO and Data Share);  |
|                                 | 7.  | Member Plan;   |
|                                 | 8.  | Telstra Staff Mobile Cap Plan;   |
|                                 | 9.  | Friends of Telstra Mobile Cap Plan;  |
|                                 | 10.   | Telstra Data+ Cap Plans;   |
|                                 | 11.   | Business Performance Handset<br>Plans when taken up with the<br>Smartphone Bonus Offer               |
|                                 | 12.   | Business Performance BYO Plans;  |
|                                 | 13.   | Business Mobile Advantage when taken up with the Smartphone Bonus Offer);                            |
|                                 | 14.   | Telstra Mobile Broadband®<br>Business Plan;  |
|                                 | 15.   | Telstra Mobile Broadband Shared Plans;   |
|                                 | Or any other elig   | ible plan as determined by us.   |

#### **Terms**

- 5.3 The Accessory Repayment Amount chosen cannot be more than the price of the accessory or package of accessories (incl GST).
- We will pay the Accessory Repayment Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.



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- 5.5 If the price of the accessories is higher than the Accessory Repayment Amount, you must pay the difference between the price of the accessories (incl GST) and the Accessory Repayment Amount. You must pay this difference directly to the participating Telstra Shop/dealer where you bought the accessory.
- 5.6 You must repay the Accessory Repayment Amount by monthly instalments over the ARO Term. If you do not repay the Accessory Repayment Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).
- 5.7 The Accessory Repayment Amount will be reflected on your bill each month as a separate line item (described as "Accessory Repayment Option"), and you agree that you do not require any itemised details of the charges relating to the individual accessories in your bundle.
- 5.8 You must repay the balance of the Accessory Repayment Amount outstanding if your mobile service or account attached to the ARO is cancelled or you reduce your minimum monthly spend/access fees so that you are no longer eligible for the Accessory Repayment Amount before the end of the ARO term.
- 5.9 Only one ARO may be entered into for each eligible service. We must separately approve applications for more than four AROs per customer.

#### Additional Terms for AROs entered into on and from 25 June 2019

- 5.10 For all AROs entered into on and from 25 June 2019, the following additional terms apply:
  - a) We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the ARO (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the ARO.
  - b) In addition to how we may use and share your information under our <u>Privacy Statement</u>, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
  - c) Your obligation to make payments under or in connection with the ARO is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the ARO for any reason whatsoever.



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## Part C – Special Promotions and Mobile Value Added Services

#### 6 5G Network Trial

- 6.1 **5G Network Trial:** From 25 June 2019, all Telstra business mobile, mobile data and mobile broadband customers will receive a free trial of 5G network access in Australia. The free trial will run from 25 June 2019 until 30 June 2020.
- 6.2 **Compatibility:** 5G compatible device required in a 5G area. 5G is available in selected areas
- 6.3 **End of Trial:** From 1 July 2020 onward, 5G network access will be included in certain plans. If you would like 5G network access beyond the trial period, you must be on a plan that includes 5G network access, as set out in the table below.

| Eligible Business Plans /<br>Contracts / Devices   | 5G Network Access Free<br>Trial: 25 June 2019 - 30<br>June 2020 | Post-Free Trial 5G<br>Network Access: From 1<br>July 2020 onwards |
|--|---|---|
| Business Mobile Plan on and from 1 July 2020   | <del>-</del>  | Included in M, L and XL plans                                     |
| Business Mobile Plans on<br>and from 25 June 2019<br>until 30 June 2020  | Included  | Included in L and XL plans  Not available on XS, S and  M plans   |
| Business Mobile Data<br>Plans on and from 25 June<br>2019  | Included  | Included in M and L plans   |
| All other Business Mobile,<br>Business Mobile Data,<br>Business Mobile<br>Broadband, or Business<br>Tablet Plans | Included  | Not available   |

5G: Telstra currently offers 5G in select areas and <u>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 <u>telstra.com/coverage</u>.</u>



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## Part C – Special Promotions and Mobile Value Added Services

# Part B - Special promotions that are not available for new connections

#### 7 Telstra Pre-Paid Offers

- (a) For new activations and transfer until 5 August 2014
- 7.1 The following offer is not available for new activations and transfers on and from 5 August 2014:
  - (a) Telstra Pre-Paid Cap Encore Offer
- 7.2 Until 30 July 2012, unless extended by us, new and existing Telstra Pre-Paid customers who are currently on the Telstra Pre-Paid Cap Encore® offer and recharge their service by \$30 or more in a single transaction, or activate a \$30 or above Telstra Pre-Paid Starter Kit, will receive the following benefits:
  - (a) a corresponding value of credit for all pre-paid services;
  - (b) a Cap credit bonus to spend on national direct dial voice and video calls (which includes national voice and video calls to fixed and mobile numbers on any network in Australia), national mobile originating text, national mobile originating picture and national mobile originating video messages to fixed line and mobile numbers in Australia and international fixed line & mobile numbers, diverted calls, calls and text messages to 1300 and 1800 numbers and international direct dial voice and video calls (which includes national voice and video calls to international fixed and mobile numbers) and data to be used within Australia: and
  - (c) a data allowance to be used within Australia.
- 7.3 You have thirty days from the date of recharge to use your Cap credit and data allowance. Any unused part of your Cap credit and data allowance will be forfeited after this time.
- 7.4 The amount of your Cap credit and data allowance depends on the recharge amount. Customers who recharge:
  - (a) between \$30 and \$39.99 will receive \$220 of Cap credit and 400 MB of data:
  - (b) between \$40 and \$49.99 will receive \$510 of Cap credit and 600MB of data;



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- (c) between \$50 and \$69.99 will receive \$950 of Cap credit and 800MB of data;
- (d) between \$70 and \$99.99 will receive \$1430 of Cap credit and 1.5 GB of data;
- (e) \$100 or more will receive \$1,900 of Cap credit and 3 GB of data.
- 7.5 The Cap credit excludes some calls and messages including calls to national fax lines, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, MessageBank® retrieval calls, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and usage made while roaming overseas and any other calls and usage determined by us to be excluded.
- 7.6 The data allowance excludes content charges and all use while overseas.
- 7.7 Any Plus Pack credits are used first (at your selected Plus Pack's rate) before you can make calls, send text messages or access data using your Cap credit or data allowance. Your data allowance will be used before your Cap credit. If you use your data allowance and Cap credit within the thirty day expiry period, the cost of any subsequent calls and usage or excluded usage will be deducted from your Telstra Pre-Paid account balance.
- 7.8 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 7.9 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Cap credit or data allowance as at the date of change will be retained (separate from any other Plus Pack credits or free credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Telstra Pre-Paid Cap Encore<sup>TM</sup> offer, any unused and unexpired part of your Cap credit and data will again become available for use, for the remainder of the applicable original 30 day expiry period.
- 7.10 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Cap credit and your data allowance. For any call, message or usage types not



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specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

| NDD Voice -Standard calls to an Australian mobile or fixed number (charged per 60 second block) | \$0.89  |
|---|---|
| Connection fee (Standard voice and video calls to an Australian mobile or fixed number)         | \$0.39  |
| SMS (Text messages to mobiles in Australia, per message sent, per recipient)                    | \$0.29. 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 |
| National video calling (Standard calls to an  | \$1.10  |
| Australian mobile or fixed number (charged per  |   |
| 60 second block))   |   |
| Diversions (charged per 60 second block)  | \$0.89 per minute   |
| MessageBank® retrieval  | \$0.89 per minute + \$0.39 connection fee   |
| Calls to all 13, 1300, 1800 and 016 numbers   | \$0.89 per minute + \$0.39 connection fee   |
| Pay As You Go Data Rate   | \$2 per MB (charged per KB)   |

#### (a) For new activations and transfer until 31 July 2012

- 7.11 The following offers are not available for new activations and transfers on and from 31 July 2012:
  - (a) Talk and Text + Offer
  - (b) Text and Data Offer

#### Talk and Text + offer

- 7.12 Until 30 July 2012 unless extended by us, new Telstra Pre-Paid Customers who recharge their service by \$30 or more in a single transaction and select the Talk and Text + offer will receive the following benefits:
  - (a) a corresponding value of credit for all pre-paid services; and
  - (b) a Talk & Text + Bonus which consists of a certain number of bonus minutes of standard voice calls and bonus standard text messages to fixed line and mobile numbers on any network in Australia.
- 7.13 You have thirty days from the date of recharge to use your Talk & Text + Bonus. Any unused part of your Talk & Text + Bonus will be forfeited after this time.



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- 7.14 The amount of bonus voice minutes and text messages depends on the recharge amount. Customers who recharge:
  - (a) between \$30 and \$39.99 will receive 100 bonus minutes and 200 bonus text messages;
  - (b) between \$40 and \$59.99 will receive 200 bonus minutes and 400 bonus text messages;
  - (c) between \$60 and \$99.99 will receive 300 bonus minutes and 600 bonus text messages;
  - (d) \$100 or more will receive 500 bonus minutes and 1000 bonus text messages.
- 7.15 The Talk & Text + Bonus excludes some calls and messages including MessageBank retrieval calls, video calls, voice and video calls to international destinations, text and picture messages to international destinations, texts to satellite services and data carriage browsing, content calls, premium services and calls and texts made while roaming overseas.
- 7.16 Any Text Plus Pack or Talk Plus Pack credits are used first (at your selected Pack's rate) before you can make calls or send text messages using your Talk & Text + Bonus. If you use the bonus voice minutes or bonus text messages in your Talk & Text + Bonus within the thirty day expiry period, the cost of any subsequent voice calls or text messages will be deducted from your Telstra Pre-Paid account balance.
- 7.17 When you recharge by \$30 or more before the expiry of your Talk & Text + Bonus, you will receive additional bonus standard voice call minutes and bonus standard text messages in accordance with paragraph above. A new thirty day expiry period will apply to the additional bonus voice call minutes and bonus text messages, from the date of the recharge. Your original Talk & Text + Bonus voice calls and text messages (with the earlier expiry date) will be used before any additional bonus call minutes and bonus text messages you receive as a Talk & Text + Bonus when you recharge.
- 7.18 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Talk &Text + Bonus as at the date of change will be retained (separate from any other Plus Pack credits or bonus credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Talk & Text + offer,



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any unused and unexpired part of your Talk & Text + Bonus will again become available for use, for the remainder of the applicable original 30 day expiry period.

7.19 Our FairPlay Policy applies.

#### Text & Data offer (previously Telstra Pre-Paid 1c Text offer)

- 7.20 Until 30 July 2012 unless extended by us, New Telstra Pre-Paid Customers who select the Text & Data offer, recharge \$20 or more in a single transaction, and have at least 1 cent credit on their account can send standard text messages to any other standard Telstra mobile number at a rate of 1 cent per message per recipient.
- 7.21 Text & Data customers who recharge \$30 or more in a single transaction will also receive a Bonus Mobile Internet Data allowance and an amount of bonus text messages. Customers who recharge:
  - (a) between \$30 and \$39.99 will receive 500 MB bonus data and 200 bonus text messages to standard Australian numbers;
  - (b) between \$40 and \$49.99 will receive 1.5GB bonus data and 800 bonus text messages to standard Australian numbers;
  - (c) between \$50 and \$59.99 will receive 3GB bonus data and unlimited bonus text messages to standard Australian numbers;
  - (d) \$60 and \$79.99 will receive 3GB bonus data and unlimited bonus text messages to standard Australian numbers;
  - (e) \$80 and above—will receive 4GB bonus data and unlimited bonus text messages.
- 7.22 The 1c text + offer does not apply to text messages sent to international destinations, satellite services, premium services, fixed lines, non-Telstra mobiles and all use while overseas.
- 7.23 The bonus text offer does not apply to text messages sent to international destinations, satellite services, premium services and all use while overseas.
- 7.24 The bonus data allowance and PAYG data rate apply for use in Australia. It excludes content charges and all use while overseas. Where the volume of data transferred is not a whole 100 kilobytes, it is rounded up to the next 100 kilobytes at the end of each session.
- 7.25 Any Text Plus Pack credits are used first (at your selected Pack's rate) before you can send 1 cent text or bonus text messages using your Text & Data Bonus. If you use the



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bonus text messages in your Text & Data Bonus within the thirty day expiry period, you can use the 1c text feature.

- 7.26 Any Browse Plus Pack credits will used before you can access any bonus data allowance.
- 7.27 The 1 cent text feature expires 30 days after your last recharge of \$20 or more.
- 7.28 Any bonus data allowance or bonus text messages expire 30 days after the recharge associated with that allowance.
- 7.29 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer;
  - (b) any unused part of your Bonus Mobile Internet Data allowance or bonus text messages as at the date of change will be retained (separate from any other Plus Pack credits or bonus credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Text & Data offer, any unused and unexpired part of your Bonus Mobile Internet Data allowance or bonus text messages will again become available for use, for the remainder of the applicable original 30 day expiry period; and
  - (c) you will no longer be able to send 1 cent text messages. If you later choose to return to the Text & Data offer, you will not be able to send 1 cent text messages until you recharge \$20 or more in a single transaction under the offer.
- 7.30 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Bonus Text and Data allowance. For any call, message or usage types not specifically set out below, charges set out in Part B Pricing Plans Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

| Standard calls to an Australian mobile or fixed | \$0.78 |
|---|--------|
| number (charged per 60 second block)            |        |
| Connection fee (Standard voice and video calls  | \$0.39 |
| to an Australian mobile or fixed number)        |        |
| SMS (Text messages to mobiles in Australia, per | \$0.29 |
| message sent, per recipient)                    |        |



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| Standard video calling to an Australian mobile | \$1.10                         |
|--|--------------------------------|
| or fixed number (charged per 60 second block)  |                                |
| Pay As You Go Data Rate                        | \$2 per MB (charged per 100KB) |

- 7.31 Our FairPlay Policy applies.
  - (a) For new activations and transfers between 4 November 2008 and 1 November 2011
- 7.32 The following offers are not available for new activations and transfers on and from 1 November 2011:
  - (a) Weekend+ offer
  - (b) Cap+ offer

#### Weekend+ offer

- 7.33 Until 30 June 2011 unless extended by us, new Telstra Pre-Paid customers and existing Telstra Pre-Paid customers who select the Weekend+ offer and recharge their service by \$50 or more in a single transaction will receive the following benefits:
  - (a) a corresponding value of credit for all pre-paid services;
  - (b) The Weekend Free For All to make free national direct dial voice calls (which includes national voice calls to fixed and mobile numbers on any Australian network), national mobile originating text and national mobile originating picture to fixed line and mobile numbers on any Australian network from 00:00 on Saturday to 23:59 on Sunday provided you maintain a minimum 30c account balance;
  - (c) a **Any Day+ Bonus Credit** to spend on national direct dial voice and video calls (which includes national voice and video calls to fixed and mobile numbers on any network in Australia), national mobile originating text, national mobile originating picture and national mobile originating video messages to fixed line and mobile numbers in Australia and international fixed line & mobile numbers, calls and text messages to 1300 and 1800 numbers and international direct dial voice and video calls (which includes national voice and video calls to international fixed and mobile numbers) and data to be used within Australia; and
  - (d) a **Bonus Data** allowance to be used within Australia.
- 7.34 You can access Weekend Free For All until the earlier of either your account balance falling below 30 cents or 30 days from your last eligible recharge. You have thirty days



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from the date of recharge to use your Any Day+ Bonus Credit and Bonus Data allowance. Any unused part of your Any Day+ Bonus Credit and Bonus Data allowance will be forfeited after this time.

- 7.35 The amount of your Any Day+ Bonus Credit and Bonus Data allowance depends on the recharge amount. Customers who recharge:
  - (a) between \$50 and \$79.99 will receive \$50 of Any Day+ Bonus Credit and 100MB of Bonus Data;
  - (b) between \$80 and \$99.99 will receive \$100 of Any Day+ Bonus Credit and 500MB of Bonus Data;
  - (c) \$100 or more will receive \$150 of Any Day+ Bonus Credit and 1GB of Bonus Data.
- 7.36 The Weekend Free For All excludes some calls and messages including calls to national fax lines, diverted calls, MessageBank retrieval calls, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls and texts to 1300 and 1800 numbers, calls and texts to International numbers, calls, messages and usage made while roaming overseas.
- 7.37 The Any Day+ Bonus Credit excludes some calls and messages including calls to national fax lines, diverted calls, MessageBank retrieval calls, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and usage made while roaming overseas.
- 7.38 Any Plus Pack credits are used first (at your selected Plus Pack's rate) before you can make calls, send text messages or access data using your Any Day+ Bonus Credit or Bonus Data allowance. Your Bonus Data allowance will be used before your Any Day+ Bonus Credit. If you use your Bonus Data allowance and Any Day + Bonus Credit within the thirty day expiry period, the cost of any subsequent calls and usage or excluded usage will be deducted from your Telstra Pre-Paid account balance.
- 7.39 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Any Day+ Bonus Credit or Bonus Data allowance as at the date of change will be retained (separate from any other Plus Pack credits or free credits you acquire under any other Telstra Pre-Paid Offers)



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but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Weekend+ offer, any unused and unexpired part of your Any Day+ Bonus Credit and Bonus Data will again become available for use, for the remainder of the applicable original 30 day expiry period.

7.40 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Any Day+ Bonus Credit and your Bonus Data allowance. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

| Standard calls to an Australian mobile or fixed number (charged per 60 second block)         | \$0.89  |
|--|---|
| Connection fee (Standard voice and video calls to an Australian mobile or fixed number)      | \$0.39  |
| SMS (Text messages to mobiles in Australia, per message sent per recipient)                  | \$0.29. 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 |
| Standard video calling to an Australian mobile or fixed number (charged per 60 second block) | \$1.10  |

7.41 Our FairPlay Policy (excluding the Excessive Use section) applies.

#### Cap + offer

- 7.42 Until 31 December 2010 unless extended by us, new Telstra Pre-Paid customers and existing Telstra Pre-Paid customers who select the Cap + offer and recharge their service by \$30 or more in a single transaction, or activate a \$30 or above Telstra Pre-Paid Starter Kit, will receive the following benefits:
  - (a) a corresponding value of credit for all pre-paid services;
  - (b) a Cap + Bonus credit to spend on national direct dial voice and video calls (which includes national voice and video calls to fixed and mobile numbers on any network in Australia), national mobile originating text, national mobile originating picture and national mobile originating video messages to fixed line and mobile numbers in Australia and international fixed line & mobile numbers, calls and text messages to 1300 and 1800 numbers and international direct dial voice and video calls (which includes national voice and video calls to international fixed and mobile numbers) and data to be used within Australia,; and



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- (c) a Cap + Bonus data allowance to be used within Australia.
- 7.43 You have thirty days from the date of recharge to use your Cap + Bonus credit and Bonus data allowance. Any unused part of your Cap + Bonus credit and Bonus data allowance will be forfeited after this time.
- 7.44 The amount of your Bonus credit and Bonus data allowance depends on the recharge amount. Customers who recharge:
  - (a) between \$30 and \$39.99 will receive \$170 of Bonus credit and 150 Mb of Bonus data;
  - (b) between \$40 and \$59.99 will receive \$260 of Bonus credit and 300 Mb of Bonus data:
  - (c) between \$60 and \$99.99 will receive \$440 of Bonus credit and 600 Mb of Bonus data;
  - (d) \$100 or more will receive \$900 of Bonus credit and 1 Gb of Bonus data.
- 7.45 The Cap + Bonus credit excludes some calls and messages including calls to national fax lines, diverted calls, MessageBank retrieval calls, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and usage made while roaming overseas and any other calls and usage determined by us to be excluded.
- 7.46 Any Plus Pack credits are used first (at your selected Plus Pack's rate) before you can make calls, send text messages or access data using your Cap + Bonus credit or Cap + Bonus data allowance. Your Cap + Bonus data allowance will be used before your Cap + Bonus credit. If you use your Cap + Bonus data allowance and Cap + Bonus credit within the thirty day expiry period, the cost of any subsequent calls and usage or excluded usage will be deducted from your Telstra Pre-Paid account balance.
- 7.47 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Cap + Bonus credit or Bonus data allowance as at the date of change will be retained (separate from any other Plus Pack



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credits or free credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Cap + offer, any unused and unexpired part of your Cap + Bonus will again become available for use, for the remainder of the applicable original 30 day expiry period.

7.48 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Cap + Bonus credit and your Cap + Bonus data allowance. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause 21.17 will apply.

| NDD Voice -Standard calls to an Australian      | \$0.89   |
|---|--|
| mobile or fixed number (charged per 60 second   |  |
| block)  |  |
| Connection fee (Standard voice and video calls  | \$0.39   |
| to an Australian mobile or fixed number)        |  |
| SMS (Text messages to mobiles in Australia, per | \$0.29. The terms and conditions for SMS are set |
| message sent, per recipient)                    | out in Part E – SMS Messages and Email of the    |
|   | Telstra Mobile section of Our Customer Terms     |
| National video calling (Standard calls to an    | \$1.10   |
| Australian mobile or fixed number (charged per  |  |
| 60 second block))                               |  |

7.49 Our FairPlay Policy applies.

#### (b) For new activations and transfers between 4 November 2008 and 25 July 2011

7.50 The following offer is not available for new activations and transfers on and from 25 July 2011:

#### **Talk Time**

- 7.51 Until 15 March 2009 unless extended by us, New Telstra Pre-Paid Customers who select the Talk Time offer and who recharge in a single transaction:
  - (a) \$20 to \$29.99 will receive 30 free talk minutes to standard Telstra mobiles;



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- (b) \$30 to \$39.99 will receive 60 free talk minutes to standard Telstra mobiles;
- (c) \$40 to \$59.99 will receive 150 free talk minutes to standard Telstra mobiles;
- (d) \$60 and above will receive 250 free talk minutes to standard Telstra mobiles.
- 7.52 Free talk minutes cannot be used for certain calls, including Message Bank retrieval calls, video calls, calls to international destinations, calls to satellite services, data carriage browsing and content calls, premium services, calls made while roaming overseas, calls to fixed lines and calls to non-Telstra mobiles.
- 7.53 Free talk minutes received with a recharge of \$20 or more on the Talk Time offer will expire 60 days from the date of the recharge.
- 7.54 When you choose to accept an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your free talk minutes as at the date of change will be retained (separate from any other Plus Pack credits or free credits you acquire under any other Telstra Pre-Paid Offers) but will not be available for use during the period in which you have accepted an alternate Telstra Pre-Paid Offer. If you later choose to return to the Talk Time offer, any unused and unexpired part of your free talk minutes will again become available for use, for the remainder of the applicable original 60 day expiry period.
- 7.55 Any Talk Plus Pack credits will used before you can access any free talk minutes.
- 7.56 Our FairPlay policy applies.

# (c) For new activations and transfers between 12 September 2006 and 3 November 2008

- 7.57 The following offers are not available for new activations and transfers on and from 4 November 2008:
  - (a) Every Call offer; or
  - (b) Daily Text offer; or



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- (c) 1c text offer;
- (d) Talk & Text More offer; or
- (e) Freedom offer; or
- (f) Telstra Pre-Paid Friends offer; or
- (g) Long Life offer.

#### **Every Call offer**

- 7.58 Telstra Pre-Paid Customers who have a minimum \$1 account balance can call Australian mobile, fixed or payphone numbers for just \$1 for the first five minutes (or part thereof). Standard rates apply after the first five minutes.
- 7.59 The Every Call offer does not apply to some calls including video calls, data calls, calls to international destinations, 1900 number calls, calls with a flat rate (such as Customer Service 125 880 and National Directory Assistance 1223), and calls to premium services.
- 7.60 Any Talk Plus Pack credits are used first (at your selected Pack's rate) before you can send make calls under this offer.
- 7.61 Our FairPlay Policy applies.

#### **Daily Text offer**

- 7.62 Telstra Pre-Paid Customers can send up to 20 standard text messages per day to Australian mobile or fixed text capable numbers for \$1.
- 7.63 Standard text message rates will apply to text sent until \$1 is reached, after which the following 16 messages sent will be free for that day. Once a total of 20 text messages have been sent, standard text rates will apply for each text message sent for the remainder of that day. Unused free text messages are forfeited each day.
- 7.64 The Daily Text offer does not apply to some text messages including texts to satellite services, premium text, SMS Chat, Pocket News, content requests and texts to international destinations.
- 7.65 Any Text Plus Pack credits are used first (at your selected Pack's rate) before you can send text messages under this offer.
- 7.66 Our FairPlay Policy applies.



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#### 1c text offer

- 7.67 Telstra Pre-Paid Customers who have at least 1 cent credit on their account can send standard text messages to any other Telstra mobile number at a rate of 1 cent per message per recipient.
- 7.68 The 1c text offer does not apply to some text messages such as to Telstra satellite services.
- 7.69 Any Text Plus Pack credits are used first (at your selected Pack's rate) before you can send 1 cent text.
- 7.70 Our FairPlay Policy applies.

#### **Telstra Pre-Paid Friends Offer**

- 7.71 Telstra Pre-Paid Customers who recharge using a \$40 recharge voucher or recharge \$40 via B-Pay will receive the following benefits:
  - (a) **Friends Main Balance**: up to \$40 worth of credit for all pre-paid services; and
  - (b) **Friends Bonus Balance**: up to \$260 worth of voice calls, standard text messages, and picture messages, to five Australian mobile or fixed line numbers.
- 7.72 You must nominate up to five numbers ("**Friends Numbers**") before being able to make calls or send messages from your Friends Bonus Balance. Some numbers cannot be nominated such as premium numbers, satellite numbers and 0500, 1900 and 13 numbers.
- 7.73 A \$1 fee applies to change one of your Friends Numbers. A maximum of 10 Friends Number changes can be made in a 12 month period. If you change your Friends Numbers more than 10 times in a 12-month period we may cancel or limit your right to use the Telstra Pre-Paid Friends offer or change your offer. If we do so we will contact you beforehand in writing or by text message.
- 7.74 The credit in your Friends Main Balance and Friends Bonus Balance is separate from and in addition to standard recharge options and credit applied to your regular pre-paid account.
- 7.75 You have thirty days from the date of recharge to use the \$40 credit in your Friends Main Balance and the \$260 credit in your Friends Bonus Balance. Any unused credit after this time will be forfeited.
- 7.76 The Friends Bonus Balance excludes some calls and messages including video calls, voice and video calls to international destinations, text and picture messages to



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- international destinations, texts to satellite services and data carriage browsing and content calls and premium services.
- 7.77 You can only make or send excluded calls and messages, eligible calls and messages in excess of your Friends Bonus Balance, or use other pre-paid services by using any credit in your Friends Main Balance or your regular pre-paid account (which you can continue to top up by current recharge denominations via standard recharge options). Credit will be deducted from your Friends Main Balance before it is deducted from your regular pre-paid account.
- 7.78 When you recharge with a \$40 voucher or with \$40 via B-Pay any remaining credit and any remaining credit expiry period from your last \$40 recharge will be forfeited.
- 7.79 You cannot use the Credit Me2U service to transfer any credit from your Friends Bonus Balance.
- 7.80 Any Text Plus Pack, Pics Plus Pack, Talk Plus Pack or Browse Plus Pack credits are used first (at your selected Pack's rate) before you can make voice calls, send standard text messages or picture messages from your Friends Main Balance or Friends Bonus Balance.
- 7.81 Our FairPlay Policy applies.

#### **Freedom Offer**

7.82 Telstra Pre-Paid customers who recharge their service by \$30 or more in a single transaction can make free voice calls and send free standard text to five Telstra mobile or fixed line numbers for a period dependant on their recharge amount:

| Recharge amount (\$) | Period of free usage from the date of recharge (days) |
|----------------------|---|
| Less than \$30       | 0   |
| \$30 to <\$50        | 30  |
| \$50 to <\$100       | 50  |
| \$100                | 100   |

7.83 You must nominate one to five Telstra numbers ("**Freedom Numbers**") before being able to make free voice calls and text under this offer. Some numbers cannot be nominated such as premium numbers, satellite numbers and 0500, 1900 and 13 numbers. You cannot make free video calls to your Freedom Numbers.



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- 7.84 When you choose the Freedom offer and nominate one to five Freedom Numbers you will receive 3 days' free usage
- 7.85 When you recharge your service any remaining days of free usage from your last recharge are forfeited.
- 7.86 A \$1 fee applies to change one of your Freedom Numbers. A maximum of 10 Freedom Number changes can be made in a 12 month period. If you change your Freedom Numbers more than 10 times in a 12-month period we may cancel or limit your right to use the Freedom offer or change your offer. If we do so, we will contact you beforehand in writing or by text message.
- 7.87 If you forward your mobile calls to one of your Freedom Numbers, standard call forwarding charges apply.
- 7.88 Any Plus Pack credits are used first (at your selected Pack's rate) before you can make free voice calls or send free text messages under this offer.
- 7.89 Our Fair Play Policy applies.

#### **Long Life Offer**

- 7.90 Telstra Pre-Paid Customers who recharge in a single transaction:
  - (a) \$30 or more will receive a 12 month network access period; or
  - (b) less than \$30 will receive a 6 month network access period,

to use the credit from the recharge.

- 7.91 It may take up to 48 hours from when you recharge for the extended network access period of 6 or 12 months to take effect.
- 7.92 Our Fair Play Policy applies.

#### (d) For new activations and transfers between 12 September 2006 and 23 May 2007

#### 1 cent text offer

- 7.93 Until 27 April 2008, Telstra Pre-Paid old tariff customers who have at least 25 cents credit on their account can send text messages to other Telstra Pre-Paid customers at a rate of 1 cent per message per recipient.
- 7.94 Any active Text Plus Pack credits that have been purchased must be used first (at your selected Plus Pack's rate) before you can send 1 cent text under this offer.
- 7.95 Our FairPlay Policy applies.



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#### 1 cent per minute offer

- 7.96 Until 27 April 2008, Telstra Pre-Paid old tariff customers may call any Australian mobile number for one cent per minute (charged at 0.5 cents per 30-second block) plus standard call connection fee for the first 10 minutes of calls during the following times:
  - (a) for all locations except the Northern Territory 9pm to 7am Monday to Friday (local time) and 9pm Friday to 7am Monday; and
  - (b) for calls from the Northern Territory 8pm to 6am Monday to Friday and 8pm Friday to 6am Monday during South Australian daylight savings and then 9pm and 7am Monday to Friday (Northern Territory time) at all other times.
- 7.97 Standard rates apply after the first 10 minutes. This offer is subject to network availability. Telstra's FairPlay Policy applies. For the purpose of the FairPlay Policy, we consider that using more than 7500 minutes each month on a mobile phone for two consecutive months is excessive use of this offer.

#### **Call Credits offer**

- 7.98 Until 27 April 2008, Telstra Pre-Paid old tariff customers will receive 5 cents credit for every full minute of each incoming voice calls to their service to a maximum of \$50 extra credit each month after they have made their first call or sent their first SMS. Incoming SMS, data calls, calls diverted to your Telstra Pre-Paid service and MessageBank retrievals are not eligible to receive the extra credit.
- 7.99 Each month the extra credits accrued under the Call Credits offer will be applied to your Telstra Pre-Paid account on the monthly anniversary date of your first call or first SMS from your service, provided you have a positive credit balance on that date. If you do not have a positive credit balance on this anniversary date you will not receive any extra credit for the relevant month, even if you subsequently recharge your service. This extra credit must be used before your existing pre-paid credit expiry date (i.e. the credit expiry date for the credit you received when you purchased your service or last paid to recharge) or it will expire.
- 7.100 We reserve the right to withdraw the Call Credits offer from you if you misuse your prepaid service to exploit this offer to gain an unfair advantage.
- 7.101 We also reserve the right to withdraw the Call Credits offer from you if you have multiple mobile services with us and use these services to accrue extra credit under the offer and/or transfer extra credit between these mobile services.



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#### (d) For activations before 6 July 2005

7.102 If you activated your Telstra Pre-Paid service before 6 July 2005 or transferred your service from our post-6 July 2005 charging to our pre-6 July 2005 charging ("Telstra Pre-Paid pre-6 July tariff customers"), you are eligible for the following offers.

#### 1 cent per minute offer

7.103 Until 27 April 2008, Telstra Pre-Paid pre-6 July tariff customers may call any Australian mobile number between 9pm and 7am (local time) for one cent per minute (or part thereof) plus standard call connection fee for the first 15 minutes of calls. Standard rates apply after the first 15 minutes. For calls from the Northern Territory, the offer applies from 8pm to 6am during the daylight savings period in South Australia and 9pm to 7am (Northern Territory time) at all other times. This offer is subject to network availability and network congestion may occur. Telstra's FairPlay Policy applies. For the purpose of the FairPlay Policy, we consider that using more than 7500 minutes each month on a mobile phone for two consecutive months is excessive use of this 1 cent per minute offer.

#### 8 Mobile Bonus Options and Network Bonus Options

- 8.1 Your mobile plan may allow you to select one of the Mobile Bonus Options and/or one of the Network Bonus Options set out below until they are withdrawn by us with prior notice to you.
- 8.2 The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones (except where the customer has selected Per Second Saver, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) (where the customer has selected 18c for 5 minutes), Memo, Operator Assisted calls, PocketNews and all data calls such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk; and GPRS.

| <b>Bonus Option</b>  | Description   |  |
|----------------------|---|--|
| Mobile Bonus Options |   |  |
| FreeChat*            | The first 15 minutes of each voice call to another Telstra mobile number in Australia between 9:00 pm and 5:00 am each day are free. After the first 15 minutes, standard off peak rates apply. |  |
| FlatChat Extra*      | You will be charged 22 cents (GST incl.) for every ten-minute block (or part thereof) of voice calls to another Telstra mobile number made  |  |



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| Bonus Option   | Description   |                  |
|--|---|------------------|
|  | midnight Friday to midnight Sunday and from 8:00pm to to Friday.  | 7:00 am Monday   |
| Free24/7*  | The first three minutes of voice calls to one chosen fixed line or Telstra mobile number in Australia are free, after which standard charges apply.   |                  |
|  | Charges for "Free24/7" are set out below  |                  |
|  | Initial set up fee to select Free24/7 number  | \$3.00 GST incl. |
|  | Fee to change the Free24/7 number   | \$3.00 GST incl  |
| 18 cents for 5 minutes*  Only available if you connect or recontract to an eligible plan or more4you Member Plan after 7 November 2002. We will give you prior notice if we do this. | 18 cents for the first 5 minutes of each voice call (or part thereof) from your eligible Telstra mobile service to any fixed or mobile phone in Australia between 8:00pm and 7:00am Monday to Saturday and all day Sunday. After the first 5 minutes standard call rates apply.  When this bonus option ends, we may choose another of our Mobile Bonus Options to replace it. You can choose another bonus option by contacting us or a participating Telstra dealer.  Some voice calls are excluded such as calls to numbers starting with '19' or '12', emergency calls, international and international roaming calls, MessageBank deposits and retrievals, Memo and PocketNews. All data calls such as SMS and BigPond Mobile Services (previously known as Telstra Active or WAP) are excluded from this Mobile Bonus Option. |                  |
| Network Bonus Options  |   |                  |
| Off-Peak Saver*  | You will be charged half of the applicable call rate for all voice calls made between 8:00pm to 7:00am Monday to Saturday and all day Sunday. The applicable call charges are set out in the table for your pricing plan.   |                  |
| Per Second Saver*  | You will be charged for all voice calls on a per second be applicable call charges are set out in the table for your personal charges.  |                  |

8.3 Our FairPlay policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to the Mobile Bonus Options. The call charges applicable to your Bonus Option will prevail over the charges set out in your pricing plan.

To see Our FairPlay Policy – home and family customers <u>click here</u>; business and government customers <u>click here</u>.

8.4 You are entitled to one free change of your chosen Mobile and Network Bonus Options in each 30-day period. Any change made by you within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

8.5 If you do not select "FreeChat" or "Free24/7", you will automatically receive the "FlatChat Extra" Mobile Bonus Option. If you do not choose Per Second Saver, you will automatically receive the "Off-Peak Saver" Network Bonus Option.

#### 9 Work Hotline/Work Group

#### **Work Group**

- 9.1 From 15 May 2002, if you connect (or are already connected) to a more4business member plan on our networks, you will be eligible to choose the 'Work Group' business option.
- 9.2 If you choose the Work Group business option, you will be required to dial a Work Group set-up number and choose three phone numbers as your Work Group numbers. Work Group numbers may include Telstra mobile numbers and/or fixed line numbers with any carrier. They may not include premium content and information services, certain special number types including 0500, 12,1800, 13,1300, 19 and 1900 numbers, and numbers resulting in a call to a BigPond Mobile Services (previously known as Telstra Active or WAP) or an international call, emergency calls, international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, BigPond Mobile Services, MMS, Push To Talk and GPRS).

#### **Work Hotline**

9.3 If you chose the Work Hotline option when you connected to a Business Rate Plan between 19 September 2001 and 14 May 2002 and you maintained that business option as at 14 May 2002, you will continue to be able to use Work Hotline after that date until we notify you otherwise (we will give you reasonable prior notice before withdrawing Work Hotline from your service).

#### Changing your numbers

9.4 You may change your Work Hotline/Work Group numbers at any time by telling us and paying a charge, as set out below.

#### Not available with other offers

9.5 Work Hotline/Work Group are not available in conjunction with any other business option.



### **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

#### **FairPlay Policy**

9.6 Our FairPlay Policy (set out in <u>Part A – General of the Telstra Mobile section of Our Customer Terms</u>) applies to your use of Work Hotline/Work Group.

#### Charges

9.7 We charge you the following for Work Hotline and Work Group:

| Work Hotline/Work Group   | GST excl. | GST incl. |
|---|-----------|-----------|
| Initial set up fee to choose Work Hotline/Work Group number                               | \$2.727   | \$3.00    |
| Fee to change the Work Hotline/Work Group number  | \$2.727   | \$3.00    |
| Call Charges for voice calls from your mobile service to a Work Hotline/Work Group number |           |           |
| On connection   | 16.3636¢  | 17.9999¢  |
| Call Charge for the first 5 minutes of the call.  | 20¢       | 22¢       |
| After the first 5 minutes standard mobile voice rates apply                               |           |           |

### 10 Phone Repayment Option

- 10.1 The Phone Repayment Option was available to approved customers connecting to the eligible plans between 23 January 2002 and 31 July 2002. It offered customers credit to put towards the cost of a handset.
- 10.2 If you chose the Phone Repayment Option, you must repay the credit to us in monthly instalments over the Phone Repayment Option term. Any monthly bonus you receive under your pricing plan will be applied towards your monthly credit repayments.
- 10.3 If the monthly bonus under your plan is less than the monthly credit repayment, you must pay us the difference between those amounts each month.
- 10.4 If the monthly bonus under your plan is higher than the monthly credit repayments, the difference between those amounts appears as a credit on your bill.
- 10.5 If your plan is cancelled before the end of the Phone Repayment Option term, you must repay to us the balance of any outstanding credit.



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

#### 11 Mobile Phone Bonus

- 11.1 The Mobile Phone Bonus applied to more4you and more4business member customers and communic8 subscriber customers who connected between 18 January 2003 and 6 May 2003 and took up a MRO Plus offer.
- 11.2 The Mobile Phone Bonus is an additional monthly credit equal to the monthly bonus payable on the applicable pricing plan for the MRO Plus term. The credit applies per service and is calculated as set out below.

| Mobile Phone Bonus – calculation of credit |                    |  |
|--|--------------------|--|
| Plan Type                                  | Mobile Phone Bonus |  |
| more4you 60                                | \$10               |  |
| more4you 80                                | \$15               |  |
| more4you 100                               | \$17.50            |  |
| more4you 150                               | \$20               |  |
| more4business 70                           | \$15               |  |
| more4business 100                          | \$20               |  |
| more4business 150                          | \$25               |  |
| more4business 250                          | \$30               |  |
| more4business 350                          | \$35               |  |
| more4business 500                          | \$40               |  |
| communic8 SMS Plan 60                      | \$10               |  |
| communic8 Call Plan 60                     | \$10               |  |
| communic8 Call Plan 80                     | \$15               |  |
| communic8 Call Plan 100                    | \$17.50            |  |
| communic8 Call Plan 150                    | \$20               |  |

11.3 The credit is not transferable or redeemable for cash. The credit does not roll over each month.



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# Part C – Special Promotions and Mobile Value Added Services

- 11.4 If you committed to a 24 month MRO Plus term, you must renew your member or subscriber plan for another consecutive 12-month period to continue to receive both your monthly bonus and the Mobile Phone Bonus. If you do not renew your member or subscriber plan after the initial 12-month term, your contract will automatically transfer to an equivalent casual plan for the remainder of your MRO Plus term. Also, you will only receive the Mobile Phone Bonus.
- 11.5 The Mobile Phone Bonus is not compatible with any other offer.
- 11.6 We may withdraw the Mobile Phone Bonus at any time if you do not remain connected to the member plan (or equivalent casual plan as outlined above) with the same or higher monthly spend for your MRO Plus term.

### 12 EasyPlan Bonus Options

- 12.1 These bonus options are not available to new connections after 23 January 2002.
- 12.2 Your pricing plan may allow you to choose one EasyPlan Bonus Option. The EasyPlan Bonus Options are described below.
- The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time) Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP, MMS, Push To Talk, GPRS and Telstra Active).

| <b>Bonus Option</b> | Description  |  |
|---------------------|--|--|
| FreeChat*           | The first fifteen minutes of each voice call to another Telstra mobile number in Australia between 9:00 pm and 5:00 am each day are free. After 15 minutes, normal off peak rates apply. |  |
| FlatChat*           | Voice Calls to another Telstra mobile number made from midnight Friday to midnight Sunday are 22 cents (GST incl.) for every 10-minute block (or part thereof).                          |  |



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# Part C – Special Promotions and Mobile Value Added Services

| <b>Bonus Option</b>   | Description   |  |  |           |             |           |           |
|---|---|--|--|-----------|-------------|-----------|-----------|
| MobileNet to<br>MobileNet*  | You will be char  | You will be charged to voice call rates set out below for calls to Telstra mobile numbers. |  |           |             |           |           |
|   |   | Flexi-Plan   | Flexi-Plan 10 and 15 Flexi-Plan 20 and 30 Other eligible plans |           | ble pricing |           |           |
|   |   | GST excl.  | GST incl.  | GST excl. | GST incl.   | GST excl. | GST incl. |
| Peak Period call  | Peak Period call charges to a Telstra mobile number (7.00am-8.00pm Mon-Fri) |  |  |           |             |           |           |
|   | On connection   | 22.727¢  | 24.9999¢   | 22.727¢   | 24.9999¢    | 22.727¢   | 24.9999¢  |
|   | Each second   | 1.6666¢  | 1.8333¢  | 1¢        | 1.1¢        | 0.5¢      | 0.55¢     |
| Off Peak Period Call Charges to a Telstra mobile number (All Other Times) |   |  |  |           |             |           |           |
|   | On connection   | 22.727¢  | 24.9999¢   | 22.727¢   | 24.9999¢    | 22.727¢   | 24.9999¢  |
|   | Each second   | 0.0833¢  | 0.0916¢  | 0.0833¢   | 0.0916¢     | 0.0833¢   | 0.0916¢   |

- Our FairPlay Policy (set out in Part A General of the Telstra Mobile section of Our Customer Terms) applies to the EasyPlan bonus options. [To see Our FairPlay Policy home and family customers <u>click here</u>; business and government customers <u>click here</u>.] The call charges applicable to your selected Bonus Option will prevail over the charges set out under your pricing plan.
- 12.5 If you do not choose a Bonus Option, you will be deemed to have selected the "MobileNet to MobileNet" bonus option, unless you are connected to the Flat Rate 12, 18, 24, 32 or 50 Flexi-Plans. If you do not choose a Bonus Option and are connected to the Flat Rate 12, 18, 24, 32 or 50 Flexi-Plans, you will automatically receive the EasyPlan "FlatChat" Bonus Option.
- 12.6 You are entitled to one free change of your selected EasyPlan Bonus Option in each 30-day period. Any change made by you within 30 days of your previous change will incur an \$11.00 fee.

#### 13 Hotline Number

#### What is a Hotline Number?

13.1 If you are connected under the BYO Saver, Mobiles Option or Gold BYO Saver Flexi-Plan, you are also eligible to choose a "Hotline Number". You may choose one Telstra



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- fixed line number or one Telstra mobile number as your Hotline Number. Calls from your mobile service to the nominated Hotline Number will be charged at special rates.
- 13.2 You cannot select certain types of numbers as your Hotline Number including premium content and information services and calls to numbers beginning with 0500, 12,1800, 13, 1300 and 1900 numbers, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews, all data calls such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk and GPRS.

#### Charges

13.3 We charge you the following for Hotline Number:

| Hotline Number Charges   | GST excl. | GST incl. |
|--|-----------|-----------|
| Call connection fee for voice calls to Hotline Number  | 20¢       | 22¢       |
| Charges for voice calls to Hotline Number (per 10 minutes, or incomplete part of 10 minutes) | 20¢       | 22¢       |
| Charge to set up/change Hotline Number - a maximum of 12 changes permitted per year          | \$2.00    | \$2.20    |

#### 14 Recommend a Friend

- 14.1 The Recommend a Friend offer enabled certain eligible mobile customers ("recommender") to assist one friend ("friend") to connect to our networks under a new more4you member plan.
- 14.2 If the friend connected to such a plan and activated the Recommend a Friend offer before 30 June 2003, we will provide both the recommender and the friend with \$20 worth of bonus voice calls to each other each month. The bonus voice calls will be provided for up to 12 months from the date the friend connected their service.
- 14.3 The bonus calls end if they are not used in a particular month. Bonus calls are applied before any included call allowance. Any eligible bonus options will be applied to the call before the call is included in the bonus call limit. The Free 24/7 and Hotline Bonus Options are not available with the Recommend a Friend offer. Bonus calls are not included in aggregate monthly call spend and do not entitle you to reducing call rates.



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Bonus calls exclude international calls, directory assistance calls to 1223 and calls to or connections made using Call Connect or 1234.

- 14.4 We will immediately withdraw bonus calls without first telling you if either the recommender or the friend:
  - (a) disconnects their mobile service;
  - (b) ports their mobile phone number to another phone company;
  - (c) transfers ownership of their mobile service; or
  - (d) moves to a pricing plan which is ineligible for this offer.

We will write to the recommender and the friend to tell them that the bonus calls have been withdrawn. For privacy reasons, we cannot disclose to either party details of the change to the other party's service.

#### 15 MMS Phone Credit Offer

15.1 The MMS Phone Credit offer was available until 6 May 2003. If you connected under this offer, we will provide each of the eligible more4you Member Plans with a monthly credit for up to 24 months.

|                         | (a)              | (b)                 | (c) = \$15 + (b)                             | (d) = (a) - \$15           |
|-------------------------|------------------|---------------------|--|----------------------------|
| more4you<br>member plan | Monthly<br>Bonus | MMS Phone<br>Credit | Monthly repayments for 24 months comprising: | Remainder of Monthly Bonus |
|                         |                  |                     | (i) MMS Phone Credit; and                    |                            |
|                         |                  |                     | (ii) \$15 of Monthly<br>Bonus                |                            |
| more4you 80             | \$15             | \$26.62             | \$41.62                                      | \$0                        |
| more4you 100            | \$17.50          | \$26.62             | \$41.62                                      | \$2.50                     |
| more4you 150            | \$20             | \$26.62             | \$41.62                                      | \$5                        |

15.2 The credit can only be used to repay the Mobile Repayment Amount. It is not transferable or redeemable for cash. It may not be used to offset charges under a more4you member plan.



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- 15.3 To continue receiving the MMS Phone Credit, you must remain connected for 24 months under:
  - (a) the original eligible more4you member plan; and
  - (b) at the end of the original eligible more4you member plan, another more4you plan that has an equal or higher monthly spend.
- 15.4 If you move to a more4you casual plan when your member plan ends, you will lose your monthly bonus. You will also have to pay the difference between the Mobile Repayment Option (MRO) monthly instalments and the monthly MMS Phone Credit (amounting to \$15 a month) until the Mobile Repayment Amount is fully repaid at the end of the 24 month period.
- 15.5 If you cancel your mobile service or Mobile Repayment Option or move to a non-more4you plan or a plan with a lower monthly spend, you will lose the MMS Phone Credit. You may also be required to pay fees for early termination of your MRO and pricing plan.
- 15.6 The MMS Phone Credit Offer is not available in conjunction with any other Telstra offer (for example, the Mobile Phone Bonus).

# 16 Special Devices Offer for Selected Telstra Enterprise & Government Customers

- 16.1 If you are a selected Telstra Enterprise & Government customer, we may invite you to purchase outright certain selected devices which are programmed to operate only on Telstra's Mobile Netowrk (**Locked Devices**).
- 16.2 If you wish to use Locked Devices with a non Telstra SIM card, we will charge a network unlocking fee (**Network Unlocking Fee**).
- 16.3 The amount of the network unlocking fee is set out in the Terms and Conditions attached to your Mobile Services & Equipment Order Form.

#### 17 Credit Me2U service

- 17.1 The Credit Me2U service allows you to use your Telstra Post-Paid mobile service to transfer credit from your Telstra Post-Paid mobile service to a Telstra Pre-Paid service.
- 17.2 You can:



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- (a) from time to time transfer \$5, \$8, \$10 or \$15 from your Telstra Post-Paid mobile service to a Telstra Pre-Paid service using the Credit Me2U service. In addition to the amounts that can be transferred under section 31.2(b) a maximum of \$100 can be transferred from your Telstra Post-Paid mobile service using the Credit Me2U service in any month under this section.
- (b) schedule a monthly recurring transfer, up to a maximum of \$300 each month, of \$20, \$30, \$50, \$60 or \$100 from your Telstra Post-Paid mobile service to a one or more Telstra Pre-Paid services using the Credit Me2U service. A maximum of \$100 per month can be transferred to each Telstra-Pre-Paid service.
- (c) transfer a maximum of \$400 from your Telstra Post-Paid mobile service using the Credit Me2U service in any month under section 31.2(a) and 31.2(b).
- 17.3 Credit transferred from your Telstra Post-Paid mobile service will be an additional charge on your Telstra Post-Paid mobile bill or Single Bill (included calls and any other allowances in your Telstra Post-Paid mobile service cannot be transferred using Credit Me2U).
- 17.4 We charge you 25¢ (incl GST) for each successful credit transfer you make using the Credit Me2U feature.
- 17.5 You can use the Credit Me2U by dialling #100# from your Telstra Post-Paid mobile.
- 17.6 Before a credit amount is transferred under section 17.2(a), from your Telstra Post-Paid mobile service to a Telstra Pre-Paid servicewe will ask you to authorise the transaction. Once you have authorised the transaction, the credit transfer will proceed and cannot be reversed.
- 17.7 We will ask you to authorise the scheduling of the monthly recurring transfer of credit under section 17.2(a). Once you have authorised the scheduling, we will not ask you to authorise each monthly transfer. Each month, on the anniversary of the first scheduled transfer of credit, the recurring transfer of credit will occur, until you cancel the scheduled recurring transfer of credit or your Telstra Post-Paid mobile service has been suspended or disconnected (including if your service is temporarily disconnected).
- 17.8 You can cancel the scheduled monthly recurring transfer of credit using the menu on your phone. The cancellation will occur immediately.
- 17.9 When the credit has been transferred, the Telstra Pre-Paid service to which the credit has been transferred, will be notified of the amount transferred, their new credit expiry date and the mobile number that requested the transfer credit.



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17.10 You cannot transfer credit from your Telstra Post-Paid mobile service using the Credit Me2U service if your Telstra Post-Paid mobile service has been suspended or disconnected (including if your service is temporarily disconnected).

Credit will expire according to the terms of the Telstra Pre-Paid service to which the credit has been transferred.

#### 18 Telstra Business Next G Laptop Promotion

#### Offer Period

18.1 This offer is available from 26 February 2008 to 30 September 2008 inclusive (unless otherwise extended by us).

#### What is the Telstra Business Next G Laptop Promotion?

- 18.2 Under the Promotion you can:
  - (a) apply for a \$70 Telstra Mobile Broadband Plan Data Pack for 36 months; and
  - (b) purchase any Notebook PC and Capable Device under the special MRO tier of \$1044 (GST inclusive).

The \$70 Telstra Mobile Broadband Plan Data Pack provides you with access to 1000 MB of eligible data each calendar month for 36 months (the "**Contract Term**") via our Next G, 3G and GPRS networks ("**new data service**").

**Notebook PC** means any personal computer which the participating dealer determines is a "laptop" or "notebook" in its absolute discretion and any accessories which the participating dealer determines is a "laptop" or "notebook" accessory in its absolute discretion.

**Capable Device** means any Telstra Turbo 3 Series device or another device approved by us in our absolute discretion

- 18.3 You must pay us:
  - (a) \$70(GST inclusive) each calendar month for the Contract Term for access to the Telstra Mobile Broadband Data Pack;



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- (b) \$29 (GST inclusive) per month for 36 months under the MRO for the Capable Device and \$700 worth of the Notebook PC; and
- (c) pay any excess data usage charges as defined in the 1000 MB Telstra Mobile Broadband Data Pack ("**Data Pack**") in Our Customer Terms

#### You must

agree to the other terms applicable to your Telstra Mobile Broadband service as set out in Our Customer Terms.

#### Eligibility

- 18.4 This offer is available to customers who:
  - (a) agree to connect a new Telstra Mobile Broadband service;
  - (b) purchase a Notebook PC and Capable Device under MRO;
  - (c) meet our credit requirements; and
  - (d) provide us with a valid Australian Business Number, Australian Company Number or Australian Registered Body Number.
- 18.5 This offer is not available in conjuction with any CDMA migration

#### **Minimum Package Cost**

- 18.6 The minimum package cost for this offer is:
  - (a) a Monthly service fee totalling \$3,564 (GST inclusive) over your Contract Term; and
  - (b) applicable excess data usage charges of \$0.25 (GST inclusive) per 1KB block as set out in the 1000MB Telstra Mobile Broadband Data Pack.

#### At the end of your Contract Term

18.7 At the end of your Contract Term, your Data Pack will continue on a month to month basis and your Monthly service fee will be reduced to \$70 per month (inclusive of GST). If your Data Pack becomes unavailable, we may roll your service on to any other



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monthly Data Pack which is reasonably comparable. We will notify you before this occurs.

#### Changing your new data service

- 18.8 You may at any time during the Contract Term vary your new Telstra Mobile Broadband service to include any Telstra Mobile Broadband Data Pack with a Monthly service fee of \$70 (inclusive of GST) or above available in Our Customer Terms at the time of your change.
- 18.9 If you vary your Telstra Mobile Broadband service to a Telstra Mobile Broadband Data Pack with a Monthly service fee of above \$70 (inclusive of GST) per month, you must pay:
  - (a) the applicable Monthly service fee for your new Telstra Mobile Broadband Data Pack for the remainder of the Contract Term;
  - (b) any excess data usage charges in accordance with your new Telstra Mobile Broadband Data Pack; and
  - (c) in relation to the Notebook PC and Capable Device, \$29 each month for the remainder of the Contract Term.
- 18.10 If you vary your Telstra Mobile Broadband service to a Telstra Mobile Broadband Data Pack with a Monthly service fee of \$70 (inclusive of GST) per month or less, you must pay:
  - (a) the applicable Monthly service fee for your new Telstra Mobile Broadband Data Pack for the term of your new Telstra Mobile Broadband Data Pack contract;
  - (b) any excess data usage charges in accordance with your new Telstra Mobile Broadband Data Pack;
  - (c) in relation to the Notebook PC and Capable Device, \$29 (inclusive of GST) each month for the remainder of the Contract Term, payable as a lump sum within 30 days of the date you vary your Telstra Mobile Broadband service to a Telstra Mobile Broadband Data Pack with a Monthly service fee of \$70 (inclusive of GST) per month or less; and
  - (d) an early termination charge in accordance with this Schedule.



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#### Cancelling your new Telstra Mobile Broadband service

- 18.11 You may terminate your new Telstra Mobile Broadband service at any time. However, if during the Contract Term:
  - (a) you terminate your new Telstra Mobile Broadband service other than as a result of our material breach;
  - (b) you vary your Telstra Mobile Broadband service to a Telstra Mobile Broadband Data Pack with a Monthly service fee of less than \$70 (inclusive of GST) per month; or
  - (c) we deactivate your new Telstra Mobile Broadband service for a material breach by you (in accordance with the General Terms of Our Customer Terms),

we may charge you an early termination charge ("ETC"), calculated as follows:

ETC payable = 
$$\frac{\$1,000 \text{ x number of months (or part thereof) remaining}}{\text{in your Contract Term}} = \frac{\$1,000 \text{ x number of months (or part thereof) remaining}}{36}$$
(GST inclusive)

- 18.12 The ETC payable decreases over the term of your agreement. 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.
- 18.13 The ETC specified above is in addition to any ETC that may be payable if you cancel any other agreement you have with us.

#### **Mobile Repayment Option**

- 18.14 We may offer credit to approved customers to contribute towards the purchase price of a Notebook PC and Capable Device and \$700 towards the purchase price of a Notebook PC ("Notebook Contribution"). Customers must repay that credit to us over 36 months.
- 18.15 An overview of the terms of the Mobile Repayment Option ("MRO") is set out below:



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- (a) the credit made available by us is called the "Mobile Repayment Amount" and is selected by the customers at the time they purchase a Notebook PC and Capable Device;
- (b) we will pay the Mobile Repayment Amount on the customer's behalf directly to the relevant dealer;
- (c) the Mobile Repayment Amount cannot be greater than the purchase price of the Notebook PC and Capable Device and Notebook Contribution;
- (d) if the purchase price of the Notebook PC and Capable Device and Notebook Contribution is more than the Mobile Repayment Amount, the customer must pay the difference to the relevant dealer at the time of purchase;
- (e) the customer must repay the Mobile Repayment Amount to us by monthly instalments over 36 months;
- (f) if the Data Pack linked to a Notebook PC and Capable Device is cancelled prior to the expiry of the MRO term, the customer must repay the balance of the outstanding Mobile Repayment Amount, in addition to any amounts payable to Telstra for the cancellation of the Data Pack, as and when required to do so by us;
- (g) if the customer fails to repay the Mobile Repayment Amount, we may cancel or suspend the customer's Data Pack; and
- (h) only one MRO may be entered into in relation to each Offer. Applications for four or more MROs must be approved under Telstra's Multiple Purchase Policy.

#### 19 Telstra Mobile Broadband Half Price Access Offer

- 19.1 From 14 February 2008 until 5 September 2008, if you have an ABN, ACN or ARBN, you will receive half price access on eligible Next G Telstra Mobile Broadband data packs each month:
  - (a) for the first six months, if you connect to a new Next G Telstra Mobile Broadband \$59, \$89 or \$119 data pack for 24 months and either have one existing or connect one new at the same time as connecting to your data pack, Telstra service from the following categories (with the same legal lessee or account holder name as your data pack):
  - (i) a Telstra fixed line service on one of the following plans: HomeLine Complete, HomeLine Plus, HomeLine Advanced; HomeLine Reach,



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- HomeLine Together or HomeLine Ultimate, or any Telstra Business fixed line service or a Telstra Enterprise and Government fixed voice service;
- (ii) a mobile service on any Telstra business mobile voice plan, Telstra Corporate Plan or Telstra Government Plan Plus;
- (iii) a BigPond ADSL, Cable or Satellite broadband service; or
- (iv) a Telstra data service specified in the Data Services section of the Business and Government section Our Customer Terms at <a href="http://www.telstra.com.au/customerterms/bus\_data.htm">http://www.telstra.com.au/customerterms/bus\_data.htm</a>,

#### (each an "Eligible Service"); or

- (b) for the first twelve months, if you connect to a new Next G Telstra Mobile Broadband \$89 or \$119 data pack for 24 months and have two or more existing, or connect two or more new at the same time as connecting to your data pack, different Eligible Services (all with the same legal lessee or account holder name as your data pack).
- 19.2 All access discounts will be provided in the form of a bill credit equal to half your monthly access fee.
- 19.3 If any of the Eligible Services are cancelled during the data pack term, you will no longer be eligible to receive any remaining access discounts.
- 19.4 If, during the first 6 or 12 months of your data pack term (as applicable) you:
  - (a) move to another data pack with a higher monthly spend, your access discounts will remain unchanged and will continue to be applied each month for the remainder of the 6 or 12 months (as applicable); or
  - (b) move to an ineligible data pack or to a data pack with a lower monthly spend than the data pack you originally connected to, you will no longer be eligible to receive any remaining access discounts.
- 19.5 This offer is not available with any other Telstra offer unless specified by us.
- 19.6 The standard terms and conditions of the data packs and Eligible Services under this offer apply in addition to these offer terms (including usage fees and charges, excessive usage and early termination charges).



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#### 20 "It's Just Better with Telstra" Rewards Offer

- 20.1 From 15 October 2007 until 30 June 2008 if you are a consumer customer and:
  - (a) connect to a Phone Plan or Get Connected Phone Plan ("**Eligible Mobile**") with a new included Next G handset ("**Original Handset**") for 36 months ("**Term**"); and
  - (b) have between 2 and 4 services each from the following Telstra service categories, all with the same legal lessee or account holder name as the Eligible Mobile, and maintain these for the Term (each an "Eligible Service"):
  - (i) a fixed phone service on any HomeLine plan;
  - (ii) a BigPond ADSL, Cable or Satellite broadband service on any plan;
  - (iii) a BigPond wireless broadband service on a G Fast or Super G Fast plan; or
  - (iv) a FOXTEL from Telstra service on any plan,

(each a "Service Category"),

you will be eligible to receive at least one free Next G handset ("Free Handset") as follows:

| Number of Eligible Services<br>(in addition to Eligible<br>Mobile) | Review period and number of Free Handsets  |
|--|--|
| 2 or 3   | If at month 18 of the Term you continue to have all your Eligible Mobile and Eligible Services, you will receive 1 Free Handset in month 19 of the Term. |
| 4 or more  | If at month 12 of the Term you continue to have all your Eligible Mobile and Eligible Services, you will receive 1 Free Handset in month 13 of the Term  |
|  | AND  If at month 24 of the Term you continue to have all your Eligible Mobile and Eligible Services,   |



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### Part C – Special Promotions and Mobile Value Added Services

| you will receive 1 Free Handset in month 25 of the Term. |
|--|
|  |

- 20.2 Only one Eligible Service per Service Category is eligible. You are responsible for ensuring that you have the necessary number of Eligible Services and that all of these are in the same legal lessee or account holder name as your Eligible Mobile for the Term.
- 20.3 You will be able to choose a Free Handset from a selected range (as determined by us from time to time), which will be of comparable value to that of the Original Handset as at the time you first connected the Eligible Mobile.
- 20.4 You may move your Eligible Mobile or any of your Eligible Services to a higher spend level during the Term, although the Free Handset will continue to be based on the value of the Original Handset.
- 20.5 You may move any of your Eligible Services to a lower spend level during the Term without affecting your eligibility.
- 20.6 If during the Term you:
  - (a) move to a lower spend Eligible Mobile, non-consumer mobile plan or a pre-paid mobile service;
  - (b) make any other changes to your Eligible Mobile or any of your Eligible Services that require recontracting (except as provided in clause 20.4); or
  - (c) cancel your Eligible Mobile or any Eligible Services,

you will no longer be eligible for the Offer and not receive any Free Handsets from that time.

20.7 The Offer is compatible with all other Telstra offers unless we state otherwise.

#### 21 Double Member Bonus Offer

- 21.1 The Double Member Bonus Offer ("Bonus Offer") is available until 30 September 2008, unless extended by us.
- 21.2 Under the Bonus Offer, you will receive a Double Monthly Bonus each month:



### **Telstra Mobile Section**

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- (a) for the first three months, if you purchase a new mobile handset on a 12 or 24 month MRO and connect or recontract to a \$20 or above Member Plan for 12 months at the same time; or
- (b) for the first 12 months, if you purchase a new mobile handset on a 12 or 24 month MRO and connect or recontract to a \$20 or above Member Plan for 24 months at the same time.

| Member Plan<br>Monthly<br>Spend | Standard<br>Monthly<br>Credit | Double Monthly<br>Bonus |
|---------------------------------|-------------------------------|-------------------------|
| \$20                            | \$5                           | \$10                    |
| \$30                            | \$6                           | \$12                    |
| \$40                            | \$7.50                        | \$15                    |
| \$60                            | \$10                          | \$20                    |
| \$80                            | \$15                          | \$30                    |
| \$100                           | \$17.50                       | \$35                    |
| \$150                           | \$20                          | \$40                    |
| \$250                           | \$30                          | \$60                    |
| \$350                           | \$35                          | \$70                    |

- 21.3 The Double Monthly Bonus will appear as a credit on your Telstra bill from no later than the second bill. The bonus is not transferable or redeemable for cash. Unused credits expire each month.
- 21.4 After the first three months if you are on a 12 month Member Plan, or after the first 12 months if you are on a 24 month Member Plan ("Bonus Period"), the bonus will revert to the Standard Monthly Credit for the remainder of the Member Plan contract term.
- 21.5 If, during the Member Plan contract term, you:
  - (a) move to another Member Plan with a higher monthly spend, your Double Monthly Bonus amount will remain unchanged and will continue to be applied each month for the remainder of the Bonus Period; or
  - (b) recontract to a new Member Plan with a lower monthly spend, recontract to a new Member Plan without a new 12 or 24 month MRO, or move to any other mobile plan, you will no longer be eligible to receive your



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Double Monthly Bonus and you will be required to pay any early termination charges or administration fees otherwise payable by you pursuant to the terms of your Member Plan or MRO terms and conditions.

21.6 The Bonus Offer is not available with any other one-off or non-standard Telstra Mobile offer unless otherwise determined by us.

#### 22 Telstra Mobile Broadband Migration Offer

What is the Telstra Mobile Broadband Migration Offer?

- 22.1 If you:
- (a) are connected to an Existing Plan; and
- (b) migrate your Existing Plan to a Migration Plan between 11 July 2007 and 28 January 2008 or such other date as notified by us,

we will:

- (a) waive the early termination charges on your Existing Plan (if any); and
- (b) provide you with a free Next G Device.
- 22.2 **Eligible CDMA Device** means any of the following devices:
  - (a) Sierra Wireless AirCard 580 1xEVDO PCMCIA card;
  - (b) Maxon MaXcard+ MM5500C 1xEVDO PCMCIA card;
  - (c) Maxon MiniMax MM5500U 1xEVDO USB modem; and
  - (d) Kyocera KPC 650 1xEVDO PCMCIA card.
- 22.3 **Existing Plan** means any Telstra CDMA 1x or 1xEV-DO wireless data plan, including any Telstra Mobile Broadband 1xEV-DO plan, but not any Bigpond wireless data plan.
- 22.4 **Next G Device** means:
  - (a) Telstra Next G Turbo Card;
  - (b) Telstra Next G Turbo Modem;
  - (c) Telstra Next G Turbo Express Card; or



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

(d) any other eligible Next G network device that your Telstra representative notifies you is available to you with the Migration Offer from time to time.

#### **Term of Migration Plan**

- 22.5 The contract term of your Migration Plan will vary depending on the type of contract you have for your Existing Plan and length of time remaining on the contract for your Existing Plan at the date you wish to migrate your service by terminating your Existing Plan and connecting to an Eligible Next G Plan (the **Migration Date**).
- 22.6 If you are a PAYG customer, a casual customer or have less than 4 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan on a month to month basis.
- 22.7 If you have greater than 4 months but less than 8 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 4 months.
- 22.8 If you have greater than 8 months but less than 12 months remaining on the term of the contract for your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 8 months.
- 22.9 If you have greater than 12 months remaining on your Existing Plan as at the Migration Date, you will be migrated to a Migration Plan for a fixed term of 12 months.

#### **Migration Plans**

- 22.10 The Migration Plan we migrate you to will have an equivalent or better:
  - (a) monthly service fee;
  - (b) included monthly kilobytes for eligible data usage or included hours for eligible data usage (as the case may be);
  - (c) fee for eligible data usage exceeding the monthly included kilobytes or monthly included hours (as the case may be); and
  - (d) equivalent Early Termination Charge (ETC)

compared to your Existing Plan.

- 22.11 We will determine which Migration Plan to connect you to at our sole discretion.
- 22.12 For the purposes of this Telstra Mobile Broadband Migration Offer section, in market Telstra Mobile Broadband Data Pack Plans set out in <a href="Part G">Part G of the Telstra Mobile section</a> of Our Customer Terms are deemed to be Migration Plans.



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## Part C – Special Promotions and Mobile Value Added Services

#### Migration Plan Pack Charges (General)

- 22.13 You must pay us:
  - (a) the monthly service/access fee for the Migration Plan; and
  - (b) any usage fees and charges as set out in <u>Our Customer Terms</u> (for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan).

#### **Migration Plan Data Packs (General)**

- 22.14 The default APN for Data Packs is the Telstra.datapack APN (for the \$49, \$64.95, \$74.95, \$79, \$99, \$149 Data Packs) and Telstra.internet and Telstra.wap APNs (for the \$5, \$10 and \$29 Data Packs). On the Telstra.datapack APN, you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet and Telstra.wap APNs you will not be logged out due to data transmission inactivity.
- 22.15 Use of APNs other than Telstra.datapack, Telstra.internet and Telstra.wap APNs for the specified Data Packs will not form part of the monthly included kilobyte allowance specified in the Data Pack charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.
- 22.16 Data Packs include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 22.17 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 22.18 You may use the monthly kilobytes included in your Data Pack to access data over our Next G, 3G and GPRS networks.
- 22.19 Your Data Pack connection includes connection to the Telstra Data Default Voice Plan. You may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan.
- 22.20 If you have a Data Pack and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.
- 22.21 Data Packs are not compatible with any Telstra Mobile group offer.

#### Migration Plan Data Pack charges

22.22 We charge you the following charges for using the Telstra Mobile Broadband service on a Migration Plan Data Pack:



# **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

| Data Pack   | \$          | 5           | \$5         | ;           | \$^         | 10          | \$2         | 9           | \$2         | 29          |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|   | GST<br>excl | GST<br>incl |
| Monthly<br>Service Fee  | \$4.55      | \$5.00      | \$4.55      | \$5.00      | \$9.09      | \$10.00     | \$26.36     | \$29.00     | \$26.36     | \$29.00     |
| Monthly<br>included<br>kilobytes for<br>eligible data<br>use  | 1N          | lB          | 2M          | В           | 51          | ИВ          | 301         | ИΒ          | 70          | MB          |
| Fee for<br>eligible data<br>usage<br>exceeding<br>the monthly<br>included<br>kilobytes<br>(charge per<br>kilobyte<br>block) | 45.5¢       | 50¢         | 22.73¢      | 25¢         | 18.2¢       | 20¢         | 9.09¢       | 10¢         | 18.2¢       | 20¢         |

| Data Pack  | \$49        |             | \$64.95     |             | \$74.95     |             | \$79        |             | \$79        |             |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|  | GST<br>excl | GST<br>incl |
| Monthly<br>Service<br>Fee  | \$44.54     | \$49.00     | \$59.04     | \$64.95     | \$68.14     | \$74.95     | \$71.82     | \$79.00     | \$71.82     | \$79.00     |
| Monthly included kilobytes for eligible data use   | 2001        | МВ          | 250         | МВ          | 500         | МВ          | 250         | МВ          | 400         | МВ          |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 2.273¢      | 2.5¢        | 4.55¢       | 5¢          | 4.55¢       | 5¢          | 2.73¢       | 3¢          | 1.82¢       | 2¢          |



## **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

| Data Pack  | \$79        |             | \$99        |             | \$99        |             | \$99        |             | \$99        |             |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|  | GST<br>excl | GST<br>incl |
| Monthly<br>Service<br>Fee  | \$71.82     | \$79.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     | \$90.00     | \$99.00     |
| Monthly<br>included<br>kilobytes<br>for eligible<br>data use                                     | 500         | MB          | 500         | MB          | 750         | MB          | 1000        | DMB         | 1000        | DMB         |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 1.82¢       | 2¢          | 1.82¢       | 2¢          | 0.91¢       | 1¢          | 0.91¢       | 1¢          | 1.82¢       | 2¢          |

| Data Pack  | \$149    |          | \$149    |          |  |
|--|----------|----------|----------|----------|--|
|  | GST excl | GST incl | GST excl | GST incl |  |
| Monthly Service Fee  | \$135.45 | \$149.00 | \$135.45 | \$149.00 |  |
| Monthly included kilobytes for eligible data use   | 1500MB   |          | 2000MB   |          |  |
| Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block) | 0.91¢    | 1¢       | 2.21¢    | 2.4¢     |  |

#### 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; and
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB). Charges for excess eligible data usage are calculated per kilobyte



# **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

22.23 If you are migrated to an in market Telstra Mobile Broadband - Next G Data Pack Plan, the pricing for these plans is set out in Section G of the Telstra Mobile Section of Our Customer Terms. Please note that the Telstra Mobile Broadband - Next G Data Pack Plan Charges section for customers contracted on or after 22 February 2007 in Section G of the Telstra Mobile Section of Our Customer Terms is the only section of the Telstra Mobile Broadband - Next G section of Our Customer Terms that applies to you.

#### Migration Plan PC Packs (General)

- 22.24 The default APN for PC Packs is the Telstra.pcpack APN. On the Telstra.pcpack APN you are automatically logged out of your session after 15 minutes of data transmission inactivity.
- 22.25 Use of APNs other than Telstra.pcpack and Telstra.datapack APNs for customers on a PC Pack will not form part of the monthly included hours allowance specified in the PC Pack charging tables below, and will be charged at PAYG rates as specified in the PAYG charging table.
- 22.26 PC Packs include a monthly included hours component (subject to the data limit set out in the our FairPlay Policy) and a special rate for eligible data usage in excess of the monthly included hours. This rate is set out in the charges tables below.
- 22.27 Any unused monthly included hours at the end of each month will not roll over for use in the next month.
- 22.28 Our FairPlay Policy applies to included data usage on PC Packs, in that a kilobyte limit also applies in addition to your included hours each month. Our FairPlay Policy is set out in Part A General of the Telstra Mobile Section of Our Customer Terms.

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).
- 22.29 Your PC Pack connection includes connection to the Telstra Data Default Voice Plan. You are ineligible to take up a Telstra post-paid voice plan other than the Telstra Data Default Voice Plan
- 22.30 You may use the monthly included hours included in your PC Pack to access data over our Next G/3G/GPRS networks, up to the data limit specified in the our FairPlay Policy. The default voice and SMS rates set out in the charging tables above apply.
- 22.31 Account level discounts do not apply to PC Packs.
- 22.32 PC Packs are not compatible with any Telstra Mobile group offer.



# **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

#### Migration Plan PC Pack charges

22.33 We charge you the following charges for using the Telstra Mobile Broadband service on a Migration Plan PC Pack:

| PC Pack  | \$29        |                   | \$49        |             | \$99        |             | \$149     |          |
|--|-------------|-------------------|-------------|-------------|-------------|-------------|-----------|----------|
|  | GST<br>excl | GST<br>incl       | GST<br>excl | GST<br>incl | GST<br>excl | GST<br>incl | GST excl  | GST incl |
| Monthly service fee  | \$26.36     | \$29.00           | \$44.55     | \$49.00     | \$90.00     | \$99.00     | \$135.45  | \$149.00 |
| Monthly included<br>hours for eligible<br>data usage<br>(subject to<br>ourTelstra's<br>FairPlay Policy)  | 10 h        | 10 hours 20 hours |             | nours       | 50 h        | oours       | 100 hours |          |
| Fee for eligible data usage exceeding the monthly included hours (charge per 5-min block or part thereof | 73¢         | 80¢               | 54¢         | 60¢         | 45¢         | 50¢         | 45¢       | 50¢      |

When calculating usage time for the purpose of the monthly included hours, usage is calculated in 5 minute blocks so if usage time is less than 5 minutes, it is rounded to 5 minutes. Charges for excess eligible data usage are calculated per 5 minute block.

| PC Pack   | \$49     |          | \$99     |          |
|---|----------|----------|----------|----------|
|   | GST excl | GST incl | GST excl | GST incl |
| Monthly service fee   | \$44.55  | \$49.00  | \$90.00  | \$99.00  |
| Monthly included hours for eligible data usage (subject to ourTelstra's FairPlay Policy)                  | 20 h     | ours     | 50 h     | ours     |
| Fee for eligible data usage exceeding the monthly included hours (charge per minute block or part thereof | 3.7¢     | 4.1¢     | 3.7¢     | 4.1¢     |



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## Part C – Special Promotions and Mobile Value Added Services

When calculating usage time for the purpose of the monthly included hours, usage is calculated in 1 minute blocks so if usage time is less than 1 minute, it is rounded to 1 minute. Charges for excess eligible data usage are calculated per 1 minute block.

#### Pay-As-You-Go (General)

- 22.34 If you are a PAYG customer, your PAYG connection includes connection to the Telstra Data Default Voice Plan. You may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. Therefore, if you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below.
- 22.35 Account level discounts do not apply for access to Telstra Mobile Broadband on a PAYG basis unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term.

#### Pay-As-You-Go charges

22.36 We charge the following charges for the Telstra Mobile Broadband service you use if you are a PAYG customer.

| PAYG  | GST excl. | GST incl. |
|---|-----------|-----------|
| Session fee   | 0¢        | 0¢        |
| For each 1 kilobyte block or part thereof sent or received in a particular session. | 1.365¢    | 1.5¢      |

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; and
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

#### Telstra Data Default Voice Plan charges

22.37 Charges for voice calls to an Australia fixed or mobile number on a Telstra Default Voice Plan at all times are as follows:

| Charge                              | GST excl | GST incl |
|-------------------------------------|----------|----------|
| On connection                       | 22.73¢   | 25¢      |
| Per 30 second block or part thereof | 38.6¢    | 42.5¢    |



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

Standard charges for text messages (SMS) in Australia 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

#### Cancelling your Migration Plan for customers on a fixed term contract

22.38 You may terminate your Migration Plan at any time. However, if during your contract term, you terminate your Migration Plan other than as a result of our material breach or we deactivate your Migration Plan 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 = ETC Amount for the selected Pack x Number of months (or part thereof)
remaining in your contract term

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(GST incl)

The ETC Amount is set out in your application form for your Existing Plan

- 22.39 The ETC payable decreases over the life of the contract 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.
- 22.40 The ETC specified in your application form is in addition to any ETC that may be payable if you cancel your mobile voice plan.

#### At the end of your contract term

22.41 A the end of your contract term, your service will remain on your selected Migration Plan on a month to month basis. If that Migration Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens.

#### **Network Unlocking Fee**

22.42 Your Next G Device is programmed to operate only on Telstra's Mobile Network. If you wish to use your Next G Device with a non Telstra SIM card we will charge a network unlocking fee. The amount of the network unlocking fee is set out in the Terms and Conditions attached to your Telstra Mobile Broadband on Next G application form.

General terms applying to your Telstra Mobile Broadband – Next G network service



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### Part C – Special Promotions and Mobile Value Added Services

#### What is Telstra Mobile Broadband?

- 22.43 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra Turbo Card and any other device approved by us in connection with the Telstra Mobile Broadband service ("Capable Device") to access data over Telstra's Next G/3G/GPRS networks.
- 22.44 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 22.45 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband 1xEV-DO to Next G Migration Plans section of Our Customer Terms, then this Telstra Mobile Broadband 1xEV-DO to Next G Migration section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

#### Coverage and handover between networks

- 22.46 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <a href="http://www.telstra.com.au/mobile/networks/coverage/maps.cfm">http://www.telstra.com.au/mobile/networks/coverage/maps.cfm</a>.
- 22.47 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time. If you want to switch between Next G/3G/GPRS you will first need to disconnect and then reconnect.
- 22.48 A Capable Device will hand-over from the Next G network to the 3G or GPRS networks and maintain your connection during data transfers. When moving from the 3G or GPRS networks to the Next G network, data transfer will continue after 20 to 30 seconds and a handover will occur where the Next G network is available and suitable radio conditions exist.

#### Usage of Next G network and devices

- 22.49 A Capable Device will access data over Telstra's Next G, 3G and GPRS networks. You may use a GPRS only device with a Pack. However, a Capable Device is required to access the Next G network.
- 22.50 For optimum performance on our Next G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC. The Capable Device may also fit other customer equipment (such as selected PDAs) however we are unable to provide support for Capable Devices used in this configuration.



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- 22.51 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 22.52 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at <a href="www.telstra.com">www.telstra.com</a>). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks 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.
- 22.53 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.

#### Eligible Data Usage

22.54 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G 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. Standard charges will apply for use of these services.

#### International roaming

For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
 (To see these terms – home and family customers <u>click here</u>; business and government customers <u>click here</u>

### 23 Special Member Plan offer

- 23.1 This offer is available to eligible customers who receive an individual notice from us advising them that their existing Telstra post-paid mobile plan will be changed to a monthly Member Plan with one Bonus Option ("Special Member Plan").
- We charge you your chosen monthly spend each month. We also charge you for any call charges beyond your included calls and for other services you use.
- 23.3 You may change your chosen monthly spend or terminate your Special Member Plan at any time by telling us.



#### **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

- 23.4 You are not eligible to receive a Monthly Credit.
- 23.5 Eligible Special Member Plan customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions are set out in <a href="Part C Special">Part C Special</a>
  Promotions of the Telstra Mobile section of Our Customer Terms.

#### **Bonus Option**

- 23.6 The Bonus Option you receive will be either 20 for 10 Night or Free Text described below. You can change your Bonus Option to any of the Bonus Options described below once in each 30 day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- You may only select the My Hour Bonus Option if you are on a Special Member Plan with a monthly spend of \$20 or above.
- 23.8 The call charges applicable to your Bonus Option will apply instead of the call charges set out in your Special Member Plan.
- Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section of Our Customer Terms</u>) applies to these Bonus Options.
- 23.10 The Bonus Options marked in the table with an **asterisk** do not apply to premium content and information services and to some calls including calls to numbers beginning with 19, 12 or 1800, emergency calls, international and international roaming calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Operator Assisted calls, MessageBank deposits and retrievals, Memo and PocketNews and all data calls (such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk and GPRS.
- 23.11 The Bonus Options marked in the table with a hash do not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.

| Bonus Option          | Description   |
|-----------------------|---|
| 20c for 10 min Night* | You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.                          |
| Free 24/7*            | You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply. |



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# Part C – Special Promotions and Mobile Value Added Services

| Bonus Option      | Description  |
|-------------------|--|
|                   | The fees for this option are set out below.  |
|                   | Initial set up fee (choice of eligible number) – \$3.00 (GST incl)   |
|                   | Charge for changes to the chosen Free 24/7 number – \$3.00 (GST incl)  |
| Free Text#        | You will receive free of charge the first 200 SMS messages sent from your phone to any Telstra mobile in Australia between 8pm and 7am each night. You will only be charged 15c to send SMS to Telstra mobiles in Australia and other mobiles on other networks in Australia at all times. |
|                   | If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.   |
|                   | Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.  |
|                   | Unused free SMS each night are forfeited.  |
| Per Second Saver* | Your voice calls will be charged on a per second basis, as set out in the charges table below. A 27 cent connection fee applies per call.  |
| My Hour*          | You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.  |
|                   | After the first 20 minutes, standard call rates apply.   |
|                   | A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.   |
|                   | Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".   |
| Free 50 Text#     | You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.  |
|                   | [If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.   |
|                   | Your choice of this option may not take effect for up to 24 hours.<br>You will be charged at standard SMS rates for any SMS you send before the option takes effect.   |



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

| Bonus Option | Description                    |
|--------------|--------------------------------|
|              | Unused free SMS are forfeited. |

#### Changing your monthly spend

23.12 You may change your original monthly spend at any time. If your Special Member Plan is no longer available when you wish to change your monthly spend, you will need to move to any other current plan available at the time.

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

23.13 If your Special Member Plan or Bonus Option is no longer available at the end of your monthly contract term, we may roll your service or Bonus Option onto any other current plan or Bonus Option that we reasonably think is comparable. We will tell you before this happens.

#### Charges

We charge you the following call charges. Any unused included calls are forfeited at the end of each month. Included voice calls marked in the table with a **hash** do not include some call types including calls to 1234 service, directory assistance calls to 1223, calls to Call Connect, third party content charges, and international roaming calls.



## **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

| Special Member Plans   | 10          |          | 10 20       |          | 30         |          | 40         |          | 60          |          |
|--|-------------|----------|-------------|----------|------------|----------|------------|----------|-------------|----------|
|  | GST<br>excl | GST Incl | GST<br>excl | GST incl | GST excl   | GST incl | GST excl   | GST incl | GST<br>excl | GST incl |
| Monthly Spend  | \$9.0909    | \$10.00  | \$18.1818   | \$20.00  | \$27.2727  | \$30.00  | \$36.3636  | \$40.00  | \$54.5454   | \$60.00  |
| Monthly included<br>national#, MessageBank,<br>SMS, circuit switched<br>BigPond Mobile Services<br>calls and 3G/Next G video<br>calls. |             | Nil      | 18.1818     | \$20.00  | \$27.27273 | \$30.00  | \$36.36364 | \$40.00  | \$54.5454   | \$60.00  |
| Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof                         | 45.45¢      | 50¢      | 42.727¢     | 47¢      | 40¢        | 44¢      | 32.727¢    | 36¢      | 23.636¢     | 26¢      |
| Connection fee   | 24.55¢      | 27¢      | 24.55¢      | 27¢      | 24.55¢     | 27¢      | 24.55¢     | 27¢      | 24.55¢      | 27¢      |

| Special Member Plans (cont)                                       | 80         |          | 100        |          | 150         |          | 250         |          | 350         |          |
|---|------------|----------|------------|----------|-------------|----------|-------------|----------|-------------|----------|
|   | GST excl   | GST incl | GST excl   | GST incl | GST excl    | GST incl | GST excl    | GST incl | GST excl    | GST incl |
| Monthly Spend   | \$72.7272  | \$80.00  | \$90.9090  | \$100.00 | \$136.3636  | \$150.00 | \$227.2727  | \$250.00 | \$318.1818  | \$350.00 |
| Monthly included national#,<br>MessageBank, SMS, circuit switched | \$72.72727 | \$80.00  | \$90.90909 | \$100.00 | \$136.36364 | \$150.00 | \$227.27273 | \$250.00 | \$318.18182 | \$350.00 |



## **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

| Special Member Plans (cont)  | 80              |          | 100             |          | 150             |          | 250      |          | 350      |          |
|--|-----------------|----------|-----------------|----------|-----------------|----------|----------|----------|----------|----------|
|  | GST excl        | GST incl | GST excl        | GST incl | GST excl        | GST incl | GST excl | GST incl | GST excl | GST incl |
| BigPond Mobile Services calls and 3G/Next G video calls.   |                 |          |                 |          |                 |          |          |          |          |          |
| Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof | 21.818¢         | 24¢      | 20¢             | 22¢      | 18.18¢          | 20¢      | 17.272¢  | 19¢      | 16.363¢  | 18¢      |
| Connection fee   | 24 <b>.</b> 55¢ | 27¢      | 24 <b>.</b> 55¢ | 27¢      | 24 <b>.</b> 55¢ | 27¢      | 24.55¢   | 27¢      | 24.55¢   | 27¢      |



# **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

#### **Special Member Plan extras**

23.15 The Per Second Saver amounts for each plan spend are set out below.



## **Telstra Mobile Section**

# Part C – Special Promotions and Mobile Value Added Services

| Special Member Plans  | 10       |          | 20       |          | 30       |          | 40       |          | 60       |          |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|   | GST excl | GST incl |
| Charges for calls to an<br>Australian fixed or mobile<br>number if you choose the<br>Per Second Saver Bonus<br>Option – Each second | 1.515¢   | 1.66¢    | 1.4242¢  | 1.566¢   | 1.33¢    | 1.466¢   | 1.0909¢  | 1.2¢     | 0.7878¢  | 0.866¢   |

| Special Member Plans (cont)   | 80       |          | 100      |          | 150      |          | 250      |          | 350      |          |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|   | GST excl | GST incl |
| Charges for calls to an Australian fixed or mobile number if you choose the Per Second Saver Bonus Option – Each second | 0.7272¢  | 0.8¢     | 0.66¢    | 0.733¢   | 0.606¢   | 0.66¢    | 0.5757¢  | 0.63¢    | 0.5454¢  | 0.6¢     |



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

### 24 Telstra \$49 Capped Plus Plan and \$79 Capped Plus Plan offers

The Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan are not available to activations after 15 February 2007.

- 24.1 The Telstra \$49 Cap Plus Plan and Telstra \$79 Cap Plus Plan are available to eligible customers who receive an individual invitation from us to take up the Telstra Capped Plus Plans from 1 March 2006 until 15 February 2007.
- 24.2 The Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan comprise a service only offer for approved customers with a contract length of 12 months.
- 24.3 Under Telstra's Capped Plus Plans, where your eligible call spend reaches your plan's Cap Start, you won't pay for these calls until they reach the Cap End ("cap benefit").

#### **Payment**

- 24.4 Each month during the contract term, you must pay us your chosen monthly spend. Your monthly spend includes an equal amount of monthly included calls.
- The calls that are included in your included call component and that count towards the Cap Start and Cap End ("Cap Amounts") on a Telstra \$49 Capped Plus Plan and Telstra \$79 Capped Plus Plan are most national direct dial voice and MessageBank diversion/retrieval calls, mobile originating text, mobile originating picture messaging and push to talk calls ("eligible calls").
- 24.6 You must pay for call charges beyond your included call component and up to your Cap Start.
- 24.7 You must pay for any calls which are not eligible calls.
- 24.8 You must pay for any calls which are above the Cap End.

#### Other promotional offers

24.9 Telstra Capped Plus Plans are not available with any other Telstra mobile offer unless specified by us.

#### Changing your monthly spend/plan

24.10 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra Capped Plus Plan contract term, you may do so only while Telstra Capped Plus Plans are available for recontracting.



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

| Change  | Terms  |
|---|--|
| If you move to another Telstra Capped Plus Plan with a lower monthly spend  | You will need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts. We may also charge you a \$50 administration fee. |
| If you move to another Telstra<br>Capped Plus Plan with the<br>same or a higher monthly<br>spend  | You do not need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts.   |
| If you move to another Telstra plan with a fixed contract term  | You will need to start a new contract term. If your new plan has a lower monthly spend/access fee, we may also charge you a \$50 administration fee.   |
| If you or Telstra deactivate<br>your service or you move to a<br>pre-paid or casual plan or<br>Telstra offer without a fixed<br>contract term | You will need to pay us an early termination charge.   |

#### Early termination charges

24.11 The amount of any early termination charge payable is set out in your application form.

#### At the end of your contract term

24.12 Your service will remain on your chosen Telstra Capped Plus Plan at the end of your contract term, however you may not continue to receive the cap benefit (we will tell you before this happens). You will not be able to change your plan's monthly spend unless you recontract to a Telstra Capped Plus Plan. If the Telstra Capped Plus Plans are no longer available, we may roll your service onto any other current plan that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Mobile Repayment Option**

24.13 Eligible Telstra Capped Plus Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in <a href="Part C - Special">Part C - Special</a>
<a href="Promotions of the Telstra Mobile Section of Our Customer Terms">Promotions of the Telstra Mobile Section of Our Customer Terms</a>.



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

#### Charges and cap amounts

24.14 The call charges and Cap Amounts are set out below. Any unused included calls are forfeited at the end of each month. Included calls and Cap Amounts do not include some call types including operator assisted calls, directory assistance calls to 1223, calls to Call Connect, premium number, calls made and received while overseas, PocketNews, 1234 service, and third party content charges.

| Telstra Capped Plus<br>Plan  |            | Capped Plus<br>lan | Telstra \$79 C | ap Plus Plan |
|--|------------|--------------------|----------------|--------------|
|  | GST excl   | GST incl           | GST excl       | GST incl     |
| Cap Start  | \$44.5454  | \$49.00            | \$71.8181      | \$79.00      |
| Cap End  | \$227.2727 | \$250.00           | \$500          | \$550.00     |
| Monthly spend  | \$44.5454  | \$49.00            | \$22.7272      | \$25.00      |
| Monthly included calls   | \$44.5454  | \$49.00            | \$22.7272      | \$25.00      |
| Charges for calls to an<br>Australian fixed or<br>mobile number - at all<br>times - per 30 second<br>block or part thereof | 36.36¢     | <b>40</b> ¢        | 31.82¢         | 35¢          |
| Call connection fee  | 24.55¢     | 27¢                | 24.55¢         | 27¢          |

# 25 BigPond Photos Pack Bonus Offer

- 25.1 From 21 November 2006 until 30 June 2008 (unless otherwise extended by us), if you connect an eligible handset to an eligible Phone Plan or Get Connected Phone Plan for 36 months, you will receive an \$8 BigPond Photos Pack for free for the term of your contract.
- 25.2 Eligible handsets and plans are as determined by Telstra from time to time.
- 25.3 You will receive an \$8 credit on your Telstra bill each month to offset the monthly \$8 BigPond Photos Pack fee. The credit is not transferable or redeemable for cash.
- 25.4 If you move to another plan with a lower monthly spend, disconnect your service or cancel the \$8 BigPond Photos Pack during your 36 month contract term, you will no longer receive the \$8 credit. During your contract term, you cannot connect to a \$5 BigPond Photos Pack.



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- 25.5 At the end of your 36 month contract term, you will continue to receive the \$8 BigPond Photos Pack if it is still available to new connections but you will no longer receive the \$8 credit and must pay for the Pack unless you contact us to cancel it. We will tell you before the credit is removed. If the \$8 BigPond Photos Pack is no longer available to new connections, we may roll you over to a reasonably comparable BigPond Photos Pack and will tell you before this happens.
- 25.6 The BigPond Photos Pack Bonus Offer is compatible with the Introductory Data Pack Offer, the 2 Months Unlimited Email and Browsing Offer and the Christmas Digital Photo Frame Offer (provided eligibility is met), but is not available with any other non-standard or one-off Telstra mobile offers unless otherwise specified by us.
- 25.7 You must pay an early termination charge (ETC) if, at any time during your contract term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up a pre-paid, casual or other non-approved plan.

The amount of the ETC is set out in the BigPond Photos Pack Bonus Offer flyer.

### 26 2 Months Unlimited Email and Browsing Offer

- 26.1 From 6 October 2006 until 31 March 2007 (unless otherwise extended by us), if you are a new or existing Telstra customer who:
  - (a) purchases an eligible handset under an \$80 or above Phone Plan for 24 months or connects to an \$80 or above Member Plan for 24 months and purchases an eligible handset under a 24 month Mobile Repayment Option ("MRO"); and
  - (b) signs up for a 29 Data Pack,

you will receive unlimited downloads and internet browsing (excluding content purchases) each month for the first two consecutive months that you stay connected to a 29 Data Pack ("2 Months Unlimited Email and Browsing Offer").

26.2 Once your 2 Months Unlimited Email and Browsing Offer has expired, downloads and browsing will be capped to a specified amount per month and excess data usage fees will be charged in accordance with the standard terms and conditions for Data Packs (set out in Part G - Data Services section of Our Customer Terms).



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- An eligible handset for the purposes of the 2 Months Unlimited Email and Browsing Offer includes the i-mate JASJAM handset and any other handset as determined by us.
- 26.4 You can cancel the 29 Data Pack at any time by calling us.
- 26.5 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section of Our Customer Terms</u>) applies to your use of the 2 Months Unlimited Email and Browsing Offer, except for the Excessive Use section.
- 26.6 The 2 Months Unlimited Email and Browsing Offer is not compatible with any other offer unless otherwise determined by us.

#### 27 Phone Bonus Credit Offer

- 27.1 If you buy:
  - (a) a Nokia 6233 or a Motorola VX3 handset from us at a subsidised price when you connect to our network on a \$50 or \$60 Untimed\* Phone Plan between 1 October 2006 and 30 April 2007; or
  - (b) a Samsung A501 or a Samsung A701 handset from us at a subsidised price when you connect to our network on a \$50 or \$60 Untimed\* Phone Plan between 6 October 2006 and 30 June 2007; or
  - (c) a Motorola V6 handset from us at a subsidised price when you connect to our network on a \$50 or \$60 Untimed\* Phone Plan between 18 December 2006 and 30 June 2007;

you will receive a \$15 credit on your bill each month for 24 months (Monthly Phone Bonus Credit).

- 27.2 The Monthly Phone Bonus Credit is not transferable and cannot be redeemed for cash.
- 27.3 The Monthly Phone Bonus Credit offer is not available with any other offers unless advised by Telstra.
- 27.4 If you move to another plan that is incompatible with the Phone Bonus Credit offer you will forfeit the Monthly Phone Bonus Credit.

\*Pay only the connection fee for voice calls to eligible fixed and Telstra mobile services.



<sup>\*</sup>Pay only the connection fee for voice calls to eligible fixed and Telstra mobile services.

#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

#### 28 1000 Free Text Offer

- 28.1 If you purchase a Nokia 6225 handset from selected participating dealers in the Sydney and Penrith region between 19 September 2005 and 13 November 2005 and activate your handset prior to 13 November 2005, that Telstra Pre-Paid account will receive 1000 free text.
- 28.2 The 1000 free text will be added to your Telstra Pre-Paid account once you have activated the handset and received SMS notification from Telstra that the texts have been bestowed. You have 60 days from date of notification to use the 1000 free text. Unused text after this time will be forfeited. You must have at least 25c in your Telstra Pre-Paid account to activate and send text.
- 28.3 The 1000 free text can be used to send standard text messages to mobiles on any network in Australia and compatible fixed lines. The included text cannot be used for some text messages such as text to international mobiles or Australian mobiles roaming overseas, premium text or content requests.
- 28.4 You can check your text balance at any time during the 60 days by sending the code **plusbal** to **1257587** for the cost of a text.

### 29 Free video calls and video MessageBank offers

- 29.1 From 5 September 2005 until 5 September 2006, you will get the first two months of video calls and video MessageBank for free if you join a Telstra 3G Mobile Phone Cap Plan (with Mobile Surf and Email Pack and 3G handset under Mobile Repayment Option).
- 29.2 Once your two months of free video calls and video MessageBank ends, these calls will be charged at the voice call rates applicable to your selected Telstra 3G Mobile Phone Cap Plan until 30 June 2006.
- 29.3 After 30 June 2006, the video calls and video MessageBank charges set out in Video Services (3G) in Part G Data Services of the Telstra Mobile Section of Our Customer Terms will apply.
  - To see these terms home and family customers <u>click here</u>; business and government customers <u>click</u> here.

# 30 BigPond Mobile Services (previously known as Telstra Active or WAP) Menu - Free Data Carriage Offer

30.1 From 1 August 2005 until 31 July 2006, you will get 60 days free GPRS data carriage, whichever applies to your service, if:



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- (a) you connect a new or existing Telstra mobile service on a BigPond Menu capable handset during the offer period; or
- (b) if you are an existing Telstra mobile customer, you download the BigPond Menu to your capable handset during the offer period,

("free data offer").

- 30.2 Your standard carriage charges apply after the free data offer period.
- 30.3 The free data offer excludes picture messaging, premium content charges, voice and SMS calls.
- 30.4 There is a limit of one free data offer per service.
- 30.5 The free data offer is not available in conjunction with international roaming.

#### 31 Telstra Talk and Text Offer

- 31.1 You will receive one Voice Bonus Option (Voice Option) and one text Bonus Option (Text Option) until 31 January 2006 if you connect or recontract to the Telstra GSM network between 20 April and 5 July 2005 on:
  - (a) a new Member Plan with a minimum monthly spend of \$30 or above for either 12 or 24 months; or
  - (b) a new Phone Plan with a minimum monthly spend of \$30 or above for 24 months.
- 31.2 If you join a Phone Plan with a minimum monthly spend of \$30 or \$40, you must choose a handset that has been approved for use with the Offer.
- 31.3 If you are eligible for the offer, you cannot receive two Text Bonus Options or two Voice Bonus Options at the same time.
- 31.4 Voice Options are 20c for 10 min Night, 20c for 10 min Weekend, Free 24/7, Per Second Saver and on and from 10 October 2005, MyHour. These bonus options are set out in Part B Current and Recent Consumer Mobile Plans.
- 31.5 Text Bonus Options are Free Text, Text & Pic and on and from 10 October 2005, Free 50 Text. These bonus options are set out in Part B Current and Recent Consumer Mobile Plans.
- 31.6 The Text & Pic Bonus Option is not compatible with i-mode handsets. If you have an i-mode handset you should choose the Free Text Option under the offer. If you have an



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

i-mode handset and you choose to take up the Text & Pic Bonus Option, you will not receive the benefit of sending 20 free picture messages per month as you canot send or receive picture messages with the i-mode handset.

- 31.7 You may nominate your Voice Option or Text Option as a primary bonus option ("**Primary Option**") or secondary bonus option ("**Secondary Option**") under the offer. You may only nominate one Primary Option and one Secondary Option.
- 31.8 Your Secondary Option will be removed from your service on 1 February 2006. We will try to contact you by text message before this happens. You will continue to receive your Primary Option after this date.
- 31.9 If you have chosen a Voice Option under the offer as your Primary Option and no Text Option as your Secondary Option, then your Text Option will be Free Text.
- 31.10 If you have chosen a Text Option under the offer as your Primary Option and no Voice Option as your Secondary Option, then your Voice Option will be 20c for 10 min Night.
- 31.11 You can change your Primary Option or Secondary Option once in each 30-day period under the offer without charge by contacting us. Any change you make to your Primary Option or Secondary Option within 30 days of your previous change will incur a \$15 fee.
- 31.12 You can swap your Primary Option and your Secondary Option once in each 30 day period under the offer without charge by contacting us. If you swap your Primary Option and Secondary Option within 30 days of your previous change, you will incur a \$30 fee.
- 31.13 If you move to a Member Plan or Phone Plan with a minimum monthly spend that is lower than \$30 you will no longer continue to receive your Secondary Option.

#### 32 Double Included Voice and Text Calls Port-In Offer

- 32.1 If by 31 March 2005 you:
  - (a) provide us with proof of your ABN, ACN or ARBN;
  - (b) successfully port your mobile telephone number to Telstra from another telecommunications service provider's network; and
  - (c) connect using this number to one of the following plans for 24 months:
  - (i) Telstra Business Member Plans 30 or above;
  - (ii) Telstra Business Phone Plans 30 or above; or
  - (iii) any other plan as determined by us,



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

you will receive for the first two months of your contract term:

- (d) on a Telstra Business Member Plan an additional amount of included calls that equals the value of your monthly included calls; or
- (e) on a Telstra Business Phone Plan an additional amount of included calls that equal the value of your monthly included voice calls.
- 32.2 The additional included calls can only be used for eligible voice and text calls and cannot be used for some calls including calls made while international roaming, operator assisted calls, directory assistance calls to 1223, for third party charges, GPRS and picture messaging (MMS).
- 32.3 You will receive the additional included calls for each eligible service connected during the offer period. The additional amount of included calls are not transferable or redeemable for cash. Any unused additional amount of included calls will expire each month and cannot be rolled over.
- 32.4 This offer is not available with any other one-off or non-standard Telstra Mobile offer unless otherwise determined by us.
- 32.5 If, during the first two months of your contract term, you:
  - (a) move to a lower monthly spend;
  - (b) move to a pre-paid or casual plan; or
  - (c) move to another fixed term mobile plan (including a Telstra Business Member Plan or a Telstra Business Phone Plan),

you will lose the opportunity to use any additional included calls which you have not yet used.

32.6 If, during the first two months of your contract term, you move to a higher monthly spend, any unused additional amount of included calls will not be adjusted.

# 33 #100# (USSD) Service – "Whereis" and "Inform Me" content offer

33.1 The #100# (USSD) service allows you to use your eligible mobile telecommunications device to access some of the content and services set out in the Telstra Mobile section of Our Customer Terms.



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- 33.2 You are not charged for using the #100# service to search and browse menu options. However you will be charged for content that you download using the service. The charges for content available via the service are indicated on the menu screens.
- 33.3 From 13 October 2004 until 12 November 2004 unless extended by us, content accessed under the "Whereis" and "Inform Me" menus of the service can be accessed free of charge. However, charging for this content will apply after this period.
- 33.4 The content that is available through the service is subject to change at our discretion.
- 33.5 The USSD service is more fully described in the Telstra Mobile section of Our Customer Terms.

#### 34 Push To Talk Offers

#### **GSM PTT special offer**

34.1 If you take up a GSM PTT Service by 30 June 2006 you will receive PTT calls during your first two months for free. After two months, you will be charged for PTT calls according to the PTT charging option you selected on connection. Our FairPlay Policy (other than excessive use section) applies.

### 35 Device Lease Contract ("DLC") for Business Customers

#### What is DLC?

- 35.1 You may lease an eligible mobile device ("**Leased Device**") from Telstra on a 24 month Device Lease Contract ("**DLC**"), where that Leased Device is connected to an Eligible Plan.
- 35.2 Under the DLC:
  - (a) you must pay us a monthly fee each month for 24 months for your Leased Device ("**Monthly Lease Fee**"). The Monthly Lease Fee will be set out in your application form or advised to you;
  - (b) you do not own the device. You are simply leasing the device from Telstra; and
  - (c) you will not pay more than the cash price at which the Leased Device could have been purchased at the time you entered into the DLC.
- 35.3 After the first 12 months of your DLC, you may upgrade your Leased Device to a new device in accordance with clause 35.9 of these terms.



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

#### **Availability**

35.4 DLC is available with the following plans ("Eligible Plans"):

| Plan   | DLC Availability                    |
|--|-------------------------------------|
| Plans available for new Telstra Business Cus | tomers                              |
| My Business Mobile Lease Plan \$59           | DLC available until withdrawn by us |
| My Business Mobile Lease Plan \$79           | DLC available until withdrawn by us |
| My Business Mobile Lease Plan \$99           | DLC available until withdrawn by us |
| My Business Mobile Lease Plan \$129          | DLC available until withdrawn by us |
| My Business Mobile Lease Plan \$149          | DLC available until withdrawn by us |
| My Business Mobile Lease Plan \$199          | DLC available until withdrawn by us |
| Connected Business Lease Plan \$40           | DLC available until withdrawn by us |
| Connected Business Lease Plan \$60           | DLC available until withdrawn by us |
| Connected Business Lease Plan \$90           | DLC available until withdrawn by us |
| Connected Business Lease Plan \$130          | DLC available until withdrawn by us |
| Connected Business Lease Plan \$190          | DLC available until withdrawn by us |

A list of eligible Leased Devices for business customers at <u>telstra.com/business/lease</u>. Device accessories are not included as part of the lease.

#### **Eligibility**

- 35.6 DLC is available to Telstra Business customers who take up an Eligible Plan for 24 months. You can only have one eligible device on each of your Eligible Plans.
- 35.7 My Business Mobile Lease plans and Connected Business Lease plans cannot be included on the same account number. You will need to have separate account numbers.
- 35.8 If you are a Telstra Business Customer, you must provide us with proof of your ABN, ACN or ARBN.

#### **Upgrading your Leased Device**

- 35.9 You may upgrade your Leased Device (for a new device) after the first 12 months of your DLC when you return the Leased Device to us provided you:
  - (a) agree to pay the relevant Standard Upgrade Fee, Damaged Device Upgrade Fee, or Beyond Economic Repair Upgrade Fee ("**Upgrade Fee**") set out in clause 35.11;



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- (b) terminate your DLC;
- (c) enter into a new 24 month eligible device and mobile service plan; and
- (d) return the Leased Device to us and:
  - (i) if you took up a DLC prior to 22 August 2017, within 30 days of entering into a new 24 month eligible device and mobile service plan; or
  - (i) if you took up a DLC on or from 22 August 2017, within 14 days of entering into a new 24 month eligible device and mobile service plan (or same day if returning in store),

each the ("**Return Period**") as relevant, in which case, we will waive the remaining Monthly Lease Fees on your DLC and any early termination charges on your Eligible Plan associated with that Leased Device. There is no obligation to upgrade your Leased Device during your DLC.

- 35.10 If you do not return the device within the Return Period, we will charge you a non-return fee which is equivalent to the Leased Device's Fair Market Value (based on the assessed depreciated value of the device and advised to you at the time) plus 20% ("Upgrade Device Non Return Fee").
- 35.11 The Fair Market Value of a device is determined by a nominated third party having regard to market values for the relevant device in secondary markets and movements in trade in prices offered by telecommunications carriers in Australia.
- 35.12 The Upgrade Fee varies depending on whether your Leased Device has been returned in good working order or whether it is damaged (as per the table below).

| Upgrade Fees (based on condition of Leased Device)  | Fee (ex)GS  | T)                |                               |  |
|---|---|-------------------|-------------------------------|--|
| 1. Upgrade Fee (Leased Device is undamaged and in good working order – see clause 35.16)  | \$99<br>(waived if you elect to upgrade<br>after 18 months) |                   |                               |  |
| 2. Damaged Device Upgrade Fee A Leased Device has minor to medium damage (or is otherwise not in good working order                               |   | \$229             |                               |  |
| 3. Beyond Economic Repair Upgrade Fee A Leased Device is damaged or not in good working order to such an extent that it is beyond economic repair | 13 – 18<br>months   | 19 – 24<br>months | 25<br>months<br>and<br>beyond |  |
|   | \$499   | \$399             | \$299                         |  |



#### **Telstra Mobile Section**

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- 35.13 The condition of the returned Leased Device will be reasonably determined by Telstra (either in our own right or as agent for a third party owner of the device, if any) in accordance with these terms.
- 35.14 We will let you know of the assessment of the condition of the Leased Device, and the relevant Upgrade Fee, before charging this to you. If you decide that you do not want to pay the Upgrade Fee at that time, you can elect not to upgrade your Leased Device. At the expiry of the DLC you can choose to purchase your device for Fair Market Value or return your phone in accordance with clause 35.15. If you choose to return your device at the expiry of the DLC and your device is damaged then you will be required to pay a Damage Fee at that time.

#### **Expiry of DLC**

- 35.15 At the end of your 24 month DLC, you must do one of the following:
  - (a) return your Leased Device to us. If your Leased Device:
    - (i) is returned to us in good working order (as set out in clause 35.16), you will not have to pay any additional fees to us, provided that you also comply with clause 35.19;
    - (ii) is not returned to us within:
      - (A) 30 days from the end of your 24 month DLC if you took up a DLC prior to 22 August 2017; or
      - (B) 14 days (or same day if returning in store) from the end of your 24 month DLC if you took up a DLC on or from 22 August 2017,

subject to Telstra's approval, you will continue to pay the monthly payment for your Leased Device and Eligible Plan (including any Monthly Lease Fees and any fees for Business Lease Assure) for up to 6 months or until the Leased Device is returned to us within that 6 month period. If the Leased Device is not returned to us after 6 months we will charge you a device non return fee which is equivalent to the Fair Market Value of the device (based on the assessed depreciated value of the device and advised to you at the time) ("Expiry Device Non Return Fee");

(iii) is damaged, you must pay us the Damaged Device Fee or the Beyond Economic Repair Fee set out in clause 35.25 as well as any fees required under clause 35.20;



#### **Telstra Mobile Section**

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(b) make an offer to purchase the Leased Device from us, for the Fair Market Value of the device (based on the assessed depreciated value of the device and advised to you at the time) and if we agree, title in the Leased Device will be transferred to you.

#### Good working order

- 35.16 A Leased Device that is undamaged and in good working order is one that functions as fully intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, the Leased Device must:
  - (a) be fully functional in all respects (including but not limited to turns on and off, buttons are fully functional, make and receive calls, connects to the internet, touchscreen is fully functional);
  - (b) be accompanied by a fully functioning battery;
  - (c) have no missing, disassembled, customised or non-original parts which are non-original or not otherwise genuine parts used for a repair under a manufacturer's warranty or obligations under the Australian Consumer Law:
  - (d) be free from any physical damage other than minor surface scratches that are not palpable with a fingernail on the front of glass, the display or casing of the device (and which must not cover more than 50% of the surface area of the device);
  - (e) not be IMEI blocked.

#### **Damaged Device**

35.17 A Damaged Device is a device which is not a Good Working Order device or a Beyond Economic Repair device.

#### **Beyond Economic Repair**

- 35.18 A device which is considered to be Beyond Economic Repair displays one or more of the following characteristics:
  - (a) does not power on and off as intended;
  - (b) heavy wear and tear (including but not limited to functionality issue due to major crack or chip on front of glass, internal screen and/or casing, extreme abrasion, puncture holes, damaged, broken or missing buttons, slit/separation of the device enclosure, bent device enclosure, devices that are destroyed or forcibly separated into multiple pieces);



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- significant damage (including but not limited to liquid damage as indicated by the liquid ingress indicator, LCD damage/bleeding, swollen battery);
- (d) damaged internal screen (including but not limited to discoloured/damaged/cracked/bleeding LCD);
- (e) the activation/device lock is enabled (including but not limited to 'Find my iPhone' feature disabled for iOS 7 or higher);
- (f) is not factory reset;
- (g) is not fully data wiped or customer data not cleared;
- (h) has missing parts or custom third party parts and/or unauthorised modifications or has been disassembled;
- (i) is not accompanied by all necessary documentation for immediate resale or to comply with all applicable laws; and

is a device that has been the subject of a manufacturer recall or repair program that has not been replaced or repaired in accordance with such program.

#### **Returning your Leased Device**

- 35.19 When you return your Leased Device to us (whether as part of an upgrade or termination or expiry of the DLC), the Leased Device must:
  - (a) have the SIM card removed (SIM cards will not be returned and will be destroyed);
  - (b) have a factory reset performed so that any personal or confidential data has been deleted from your Leased Device before returning it;
  - (c) accompanied with all necessary documentation reasonably requested by Telstra to ensure that the device is the correct device being leased under the DLC including (but not limited to) proof of identification, IMEI documentation (if device has been replaced within the DLC term of 24 months), or proof or any authorised repairs or manufacturer warranty claims; and
  - (d) have all activation and device locking features disabled (e.g Find My iPhone on iOS 7 devices).
- We will notify you if any of the steps set out in clause 37.15 have not been performed. If you fail to take these steps (which may require you to visit a Telstra store) within 14



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days of notice to you your device will be beyond economic repair and you must pay us the Beyond Economic Repair Fee.

#### **Termination**

- 35.21 If you want to cancel your DLC:
  - (a) within the first 12 months of your DLC and:
  - (i) you took up a DLC prior to 7 November 2017, you must pay any remaining Monthly Lease Fees (excluding any discounts as a result of your eligible service plan) and any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device; or
  - (ii) you took up a DLC on and from 7 November 2017, you must pay a fee based on the recommended retail price of your device (at the time of leasing) which decreases by 3% each month (or part thereof) up until the date at which you terminate in addition to any Early Termination Charges payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device. To find out your RRP, contact Telstra on 132200 or visit your local Telstra store; or
  - (b) from month 13 of your DLC and you want to:
  - (i) return your Leased Device, you must pay \$99 (if your device is in good working order) or up to \$499 if your Leased Device is damaged; or
  - (ii) retain your Leased Device, you must pay the Fair Market Value for your Leased Device (to be advised at the time), in which case title in the Leased Device will then be transferred to you and you will retain the device,

as well as any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option.

- 35.22 If we terminate your DLC before the end of the 24 month term due to your breach and we have told you in writing of your breach and:
  - (a) the breach is capable of being remedied, and you have failed to remedy the breach within 20 days of us notifying you; or
  - (b) the breach cannot be remedied,



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we may immediately terminate your DLC and Eligible Plan by telling you and:

- (c) if the termination occurs within the first 12 months of your DLC and:
- (i) you took up a DLC prior of 7 November, you must pay any remaining Monthly Lease Fees (excluding any discounts as a result of your eligible service plan) and any early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option; or
- (ii) you took up a DLC on and from 7 November 2017, you must pay a fee based on the recommended retail price of your device (at the time of leasing) which decreases by 3% each month (or part thereof) up until the date at which you terminate in addition to any Early Termination Charges payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option. Title in the Leased Device will then be transferred to you and you will retain the device. To find out your RRP, contact Telstra on 132200 or visit your local Telstra store; or
- (d) if the termination occurs from month 13 of your DLC and you want to:
- (i) return your Leased Device, you must pay \$99 (if your device is in good working order) or up to \$499 if your Leased Device is damaged; or
- (ii) retain your Leased Device, you must pay the Fair Market Value for your Leased Device (to be advised at the time), in which case title in the Leased Device will then be transferred to you and you will retain the device,

as well as any applicable early termination fees payable in respect of your Eligible Plan and any accessories under an Accessories Repayment Option..

- 35.23 If you do not pay the Monthly Lease Fee for each month of your 24 month DLC, we may terminate your DLC.
- We may also suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms. To see these terms business and government customers click here.

#### **Damage Fees**

35.25 If you return your device to us in accordance with clause 35.15(a) (Expiry of DLC) and your device is damaged, you must pay us a Damage Fee as set out in the table below.

Damage Fee (based on condition of Leased Device)

Fee (ex GST)



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| Damaged Device Fee (Leased Device has minor to medium damage or is otherwise not in good working order)                                    |                   | \$229             |                               |
|--|-------------------|-------------------|-------------------------------|
| Beyond Economic Repair Fee     (Leased Device is damaged or not in good working order to such an extent that it is beyond economic repair) | 13 – 18<br>months | 19 – 24<br>months | 25<br>months<br>and<br>beyond |
|  | \$499             | \$399             | \$299                         |

#### Other requirements

- 35.26 During your 24 month DLC, you must:
  - (a) comply with the use and care instructions of the manufacturer of the Leased Device (eg device manual) so as to maintain the Leased Device in good working order;
  - (b) not attempt to sell the Leased Device to a third party, or allow a third party to create any lien or charge over the Leased Device;
  - (c) not attempt to transfer possession of the Leased Device to a third party without our consent;
  - (d) not to use the Leased Device for any unlawful purpose;
  - (e) not to deface, change, modify or repair the Leased Device;
  - (f) tell us immediately if the Leased Device does not work or becomes faulty; and
  - (g) tell us immediately if the Leased Device is lost or stolen. You are responsible for your lost or stolen Leased Devices.
- 35.27 You acknowledge that our nominated third party may assign or transfer its title, right and interest in the Leased Device to any third party (provided that the relevant third party has sufficient resources and financial capacity, and provided that your rights are not affected by such assignment or transfer).

#### **Faulty devices**

35.28 If your Leased Device is faulty during the term of your DLC, you must bring the Leased Device to a Telstra store for assessment. If the fault is covered under the manufacturer's warranty, we will replace or repair the Leased Device (in addition to any other rights you may have under the consumer guarantees in the Australian Consumer Law). If we





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provide you with a replacement Leased Device, this will be treated as if it was the Leased Device originally provided to you under your DLC. This clause 35.28 is subject to and in addition to any rights you have under the Competition and Consumer Act 2010, including any consumer guarantees that apply and the Australian Consumer Law provisions in the General Terms of Our Customer Terms.

35.29 If your Leased Device is damaged during the term of your DLC (and not covered under any warranty or applicable consumer guarantee), we may charge you a fee associated with the cost of repairing the damage. If this occurs after the first 12 months of your DLC term, you may instead elect to upgrade your Leased Device in accordance with clause 35.9.

#### 36 Business Lease Assure

#### What is Business Lease Assure?

- 36.1 If you take up an Eligible Plan and an eligible device on a 24 month DLC, you can also take up Business Lease Assure if you are a Telstra Business Customer for an extra monthly fee of \$10. Business Lease Assure may be automatically included at no additional cost in some Eligible Plans. The benefits this provides you are:
  - (a) regardless of damage, you can upgrade your Leased Device at any time during your DLC (instead of waiting for 12 months) for an additional one off fee; or
  - (b) if you return your Leased Device at the end of the lease and it is damaged, you will only pay the additional one off fee which is a a lower fee than you would pay under the standard DLC terms.

All other terms of the DLC continue to apply to you, including the terms and fees that apply if you fail to return your Leased Device.

- 36.2 You may only purchase Business Lease Assure on the same day you purchase your Eligible Plan. You may only have one Business Lease Assure device on each of your eligible mobile service plans.
- 36.3 On and from 7 November 2017, if you take up Business Lease Assure, you will only be able to upgrade your device two times within each 12 month anniversary of your Business Lease Assure plan.

#### Fees payable under Business Lease Assure

Business Lease Assure Fee Fee (ex GST)



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| Upgrade at any time (regardless of damage)                                 | \$190                    |
|--|--------------------------|
|  |                          |
| Upgrade after the first 12 months of your DLC - device is returned in good | \$99                     |
| working order  | (waived if you elect to  |
| (see clause 35.16 of DLC terms for requirements of 'good working order')   | upgrade after 18 months) |
|  |                          |
|  |                          |
| Return damaged device at the end of your DLC                               | \$190                    |
| (Leased Device damage may be minor to medium, or the device is beyond      |                          |
| economic repair)   |                          |
|  |                          |

#### Other terms

You may cancel Business Lease Assure at any time. If you do, the relevant standard fees and charges for your DLC will apply.

# 37 Device Leasing Option ("DLO") (for Enterprise and Government Customers)

#### What is DLO?

- 37.1 The Device Leasing Option ("**DLO**") enables eligible customers to lease mobile devices that are connected to eligible Telstra mobile services.
- 37.2 DLO is a lease agreement ("Lease Agreement") between you and our nominated third party (and for government customers between you and us) in which you agree to rent assets for a fixed period of 12, 18 or 24 months for mobile devices and 24, 36 or 48 months in the case of Machine to Machine ("M2M") devices ("DLO Term").
- During the DLO Term, we will pay the amounts you owe to the leasing provider under your Lease Agreement, and you will pay us equivalent amounts via monthly instalments that appear on your Telstra bill ("Lease Repayment Amount").
- 37.4 At the end of the lease period, unless otherwise agreed in your Lease Agreement, the assets are returned to us.

#### Appointment of our third party provider

- We have entered into an arrangement with our preferred third party to provide DLO. You cannot choose an alternative third party provider to provide DLO.
- 37.6 The terms of your Lease Agreement will be between:



#### **Telstra Mobile Section**

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- (a) you and our third party provider in the case of enterprise customers; and
- (b) you and us in the case of government customers.
- 37.7 Our sole responsibility in connection with DLO is to bill you your Lease Repayment Amount.

#### **Availability**

- 37.8 DLO is available to Telstra customers who are:
  - (a) a registered business with an ACN (or equivalent) and an assigned Telstra account manager; or
  - (b) a government agency.
- 37.9 DLO is provided at our discretion and we are allowed to refuse you access to DLO.
- 37.10 DLO is not available in relation to all mobile devices, and the mobile devices to be leased under DLO change from time-to-time. Our nominated third party provider may have certain eligibility and availability criteria that also restrict the availability of DLO.

#### **Lease Repayment Amount**

- 37.11 The Lease Repayment Amount will differ depending on the length of your Lease Agreement term, your chosen mobile device and any other services we might provide you under DLO. Your Lease Repayment Amounts will be set out in your application form or other agreement with us, or otherwise communicated to you before the commencement of DLO.
- 37.12 The terms under which you will lease any assets will be presented to you by our third party provider or us as the case may be in your Lease Agreement.
- 37.13 The Lease Repayment Amount for the leased assets and WAM Services (if any) will be invoiced to you on your Telstra bill (including GST).

#### **Termination**

- 37.14 Your rights and the rights of our nominated third party (or in the case of government customers, our rights) to terminate the Lease Agreement will be set out in the Lease Agreement.
- 37.15 In addition to any other services you may have with Telstra, you must repay the Lease Repayment Amount by monthly instalments over the DLO Term. If you do not repay the Lease Repayment Amount on time and in full:



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- (a) your lease may be suspended or cancelled in accordance with the terms of your Lease Agreement; and
- (b) after reasonable consultation with you, we may assign your debt to the third party finance provider (or another third party) to recover any outstanding amounts.
- 37.16 Your Lease Agreement may also be terminated if the mobile service attached to one or more mobile devices being leased under DLO is suspended or cancelled.
- 37.17 You must repay the balance of the Lease Repayment Amount outstanding if your mobile service or account attached to the Lease Agreement is cancelled.

#### **Wireless Asset Management Services**

- 37.18 You may also take up Wireless Asset Management services ("**WAM Services**") as part of DLO. WAM Services may consist of one or more of the following:
  - (a) Buyback and Trade-In;
  - (b) Asset Management;
  - (c) Asset Tagging;
  - (d) Secure Device Wipe; and/or
  - (e) Device Customisation.

#### Buyback and Trade-In

37.19 You may trade-in your used devices using our existing trade-in and buy back scheme operated by a third party provider. Terms and conditions can be found at <a href="https://www.bouncemobile.com.au/is-bin/INTERSHOP.enfinity/WFS/BrightstarAU-AUBOUCON-Site/en\_AU/-/AUD/ViewStandardCatalog-Browse?CatalogCategoryID=S\_4KfWLtV40AAAFIjdYY8DRG&SelectedCatalogCategoryName=HOME">https://www.bouncemobile.com.au/is-bin/INTERSHOP.enfinity/WFS/BrightstarAU-AUBOUCON-Site/en\_AU/-/AUD/ViewStandardCatalog-Browse?CatalogCategoryID=S\_4KfWLtV40AAAFIjdYY8DRG&SelectedCatalogCategoryName=HOME</a>

#### Asset Management

37.20 Asset Tracking services enable you to manage your device fleet using an Asset Tracking Portal to coordinate, control and track your wireless assets. You can also track a device's history to monitor its condition based on its last inspection.

#### Asset Tagging

- 37.21 We can design and print tags for each device to minimize lost or misplaced devices.
- B&G Part C Special Promotions was last changed on 09 November 2023



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

#### Secure Device Wipe

37.22 We can securely delete sensitive data contained in a device within your fleet to ensure it is no longer accessible. The Secure Device wipe will provide an audit trail and certificate for the devices by serial number, confirming the service has been performed for auditing purposes.

#### Device Customisation

- 37.23 Examples of some common customising requests that can be agreed with us include:
  - (a) asset tagging;
  - (b) application loading;
  - (c) SIM card insertion;
  - (d) screen protector and protective case installation;
  - (e) device settings customisation; and
  - (f) accessory bundling services.

#### **Accessories**

37.24 Subject to eligible models, you may ask us to provide a Handset Protection Pack which uses Telstra accessories including a screen protector and clear protective case which can be pre-installed on the device if ordered with a SIM.

#### **Pricing**

37.25 WAM Services are charged on a per device basis. The price for the WAM Services will be set out in your application form or separate agreement with us.

#### Term and termination

37.26 Each WAM Service is a once-off service and so there is no minimum term. You or we can cancel one or more WAM Services at least 7 days before before we have commenced performing the relevant WAM Service.

### 38 Device Leasing

#### What is Device Leasing?

38.1 The Device Leasing enables eligible customers to lease devices.

B&G - Part C - Special Promotions was last changed on 09 November 2023



# **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

38.2 Your device lease is a lease agreement between you and our nominated third party financier ("Financier"). You will enter into a master lease agreement with the Financier in accordance with the process outlined below, which will become binding once signed by the Financier ("Master Agreement").

#### **Process to enter into Master Agreement**

- 38.3 We will provide you with a copy of the Master Agreement for your signing. You acknowledge that our relationship with the Financier is that of independent contractors and that we are not an agent of the Financier in relation to the Master Agreement.
- 38.4 You will sign the Master Agreement and return it to us, for us to forward to the Financier for assessment.
- 38.5 Where the Financier approves your request to enter into a Master Agreement, it will return the singed Master Agreement to us, and we will upload the fully signed Master Agreement onto our Order Express website, or other portal as maintained by us from time to time ("Portal"), together with confirming the lease facility available to you under the Master Agreement ("Lease Facility").
- 38.6 Your Lease Facility is sum of the aggregate of the total lease repayment amounts payable by you under the Master Agreement and may be subject to increase or decrease at the Financier's discretion and will be as reflected on the Portal from time to time.
- We will notify you where the Financier does not approve your request to enter into a Master Agreement.

#### **Process to Order devices under the Master Agreement**

- 38.8 Once we notify you of the approval of your Master Agreement, you can log into the Portal and place an order (or orders) for devices from our device list up to the total value of your Lease Facility ("Order"). Where you propose to place an Order in excess of your then current Lease Facility that Order will be subject to approval by the Financier.
- 38.9 Each Order will be a separate lease under the Master Agreement ("Lease"). Each Order will only become effective once approved by the Financier and us as reflected on the Portal.
- 38.10 We will keep an updated device list on the Portal which will reflect the available devices, and the relevant lease repayment amounts ("Device List"). We may update the Device List from time to time. However, any amendment or update to the Device List pursuant to this clause 38.10 shall not affect any Lease which is in place prior to the effective date of the updated or amended Device List.
- 38.11 Each Order will have its own lease term, as selected by you on the Portal ("Lease Term").



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- 38.12 You agree to comply with your obligations under the Master Agreement and each Lease. You acknowledge that the Master Agreement and each Lease is and contract between you and the Financier.
- 38.13 The Financier may revoke its approval of the Master Lease at its discretion. Where this occurs, you will need to enter into a new Master Agreement in order to place new Orders

#### Lease payments

- 38.14 During the relevant Lease Term, we will pay the amounts you owe to the Financier under the Master Agreement, and you will pay us equivalent amounts via monthly instalments that appear on your Telstra bill ("Lease Repayment Amount"). Our sole responsibility in connection with Master Agreement and each Lease is to bill you your Lease Repayment Amount.
- 38.15 The Lease Repayment Amount will differ depending on the length of your Lease Term and your chosen device.

#### **Availability**

- 38.16 Device Leasing is provided at our discretion and we are allowed to refuse you access to Device Leasing.
- 38.17 The Financier may have certain eligibility and availability criteria that also restrict the availability of Device Leasing.

#### **Termination**

- 38.18 Your rights and the rights of the Financier to terminate the Lease Agreement will be set out in the Master Agreement.
- 38.19 In addition to any other services you may have with Telstra, you must repay the Lease Repayment Amount by monthly instalments over the relevant Lease Term. If you do not repay the Lease Repayment Amount on time and in full:
  - (a) your Lease may be suspended or cancelled in accordance with the terms of your Master Agreement; and
  - (b) after reasonable consultation with you, we may assign your debt to the Financier (or another third party) to recover any outstanding amounts.

#### **Returning your Leased Device**

38.20 At the end of each Lease, you must return the relevant leased device to the Financier as required under the provisions of that Lease.



### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

#### Your warranties and acknowledgements

38.21 You warrant that only your authorised officers will have access to the Portal and place Orders through the Portal. You acknowledge that the placement of an Order on the Portal by any of your representatives, or by our dealers (acting within the scope of any authority you have provided them) will be deemed to have been ratified by your authorised representative.

#### 39 Telstra Upgrade Options

From 29 July 2014, until withdrawn by us, if you activate an eligible Mobile Accelerate plan, you may choose one of the Telstra Upgrade options described below.

| Telstra Upgrade | Description   |
|-----------------|---|
| 500MB Data      | You'll receive an additional 500MB of data for use in Australia each month.   |
| \$500 Calls     | You'll receive an additional \$500 worth of included calls, sms and mms to standard Australian numbers for use in Australia each month.  Not available for Mobile Accelerate plans with an unlimited included call allowance. |

39.2 Telstra Upgrade options are available with the following plans:

| Plan                                   | Telstra Upgrade Option Availability                                 |
|--|---|
| Mobile Accelerate Plans                | Available on the \$55 plan and above until withdrawn by us          |
| Mobile Accelerate BYO Plans            | Available on the 24 month \$45 plan and above until withdrawn by us |
| Mobile Accelerate Data Share Plans     | Available on the \$55 plan and above until withdrawn by us          |
| Mobile Accelerate Data Share BYO Plans | Available on the 24 month \$45 plan and above until withdrawn by us |



#### **Telstra Mobile Section**

### Part C – Special Promotions and Mobile Value Added Services

- 39.3 <u>If you are eligible, your selected Telstra Upgrade option will start from your plan contract commencement date, and will remain on your mobile service until you recontract, cancel your plan or move to an ineligible plan.</u>
- 39.4 The \$500 Calls Upgrade option is not available for Mobile Accelerate plans which include unlimited calls/SMS/MMS. These plans will be provided with the 500MB Data Upgrade.
- 39.5 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section of Our Customer Terms</u>) applies to these Telstra Upgrade options.
- 39.6 You cannot change your Telstra Upgrade option once selected.
- 39.7 The 500MB Data allowance excludes content charges and use while overseas.
- 39.8 The \$500 Calls allowance includes usage to:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us.
- 39.9 The \$500 Calls allowance excludes some usage:
  - (a) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (b) voice and video calls, and text, picture and video messages to international numbers;



#### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

- (c) all use (such as calls made and received) while overseas;
- (d) call diversions to international numbers;
- (e) reverse charge calls;
- (f) Push to Talk calls;
- (g) third party content charges, WAP, GRPS and data usage;
- (h) information calls; and
- (i) any other calls determined by us not to be eligible calls.
- 39.10 Any unused allowances expire monthly.

#### 40 Telstra New Phone Feeling and Tablet Feeling

This section of Telstra New Phone applies to customers who entered into an eligible mobile contract and 24 month Device Payment Contract (DPC) before 12 May 2015.

#### What is Telstra New Phone Feeling?

40.1 Telstra New Phone Feeling allows customers with an eligible Telstra mobile plan and an eligible handset on a 24 month Device Payment Contract ("**DPC**") or 24 month business handset plan to buy a new device on a 24 month DPC or eligible business plan during the final 12 months of their existing DPC or eligible business plan without paying a \$50 early recontracting fee or the remaining payments for their existing device, when they return it undamaged and in good working order.

#### **Availability**

40.2 Telstra New Phone Feeling is available with selected devices on a 24 month DPC or eligible business plan attached to the following plans:

| Plan                                   | Telstra New Phone Feeling Availability |
|--|--|
| Plans not available for new customers  | '                                      |
| Mobile Accelerate Plans                | Available until withdrawn by us        |
| Mobile Accelerate BYO Plans            | Available until withdrawn by us        |
| Mobile Accelerate Data Share Plans     | Available until withdrawn by us        |
| Mobile Accelerate Data Share BYO Plans | Available until withdrawn by us        |



# **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

| Plan                                   | Telstra New Phone Feeling Availability |
|--|--|
| Mobile Accelerate Casual Plans         | Available until withdrawn by us        |
| Every Day Connect BYO Plans            | DPC available until withdrawn by us    |
| Every Day Connect Data Share BYO Plans | DPC available until withdrawn by us    |
| Telstra No Lock-In Plans               | DPC available until withdrawn by us    |

- 40.3 The devices that are eligible for Telstra New Phone Feeling with each plan change from time to time. Upon request, we will confirm whether your plan and device combination are eligible for Telstra New Phone Feeling.
- 40.4 You must also be an Australian resident of at least 18 years of age.

#### **Price**

- 40.5 You will be charged \$10 each month for Telstra New Phone Feeling until the earlier of:
  - (a) you using the Telstra New Phone Feeling offer;
  - (b) your Telstra New Phone Feeling being cancelled; or
  - (c) the end of your 24 month DPC or eligible business plan.
- 40.6 The minimum total cost of Telstra New Phone Feeling if you use it is \$120 over 12 months (in addition to plan and handset costs). The maximum cost is \$240 over 24 months.

#### **Term**

- 40.7 You must have Telstra New Phone Feeling for at least 12 months to be eligible to have your \$50 early recontracting fee (if applicable) and the remaining payments for your existing device waived when you return your existing device and take up a new device.
- 40.8 If you do not use Telstra New Phone Feeling before the end of your 24 month DPC or eligible business plan term, it will expire and your monthly payments will not be refunded.



#### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

#### **Using Telstra New Phone Feeling**

- 40.9 The \$50 early recontracting fee (if applicable) and the remaining payments for your existing device will be waived if, during the final 12 months of your existing DPC or eligible business plan term, you:
  - (a) Purchase a new device on a 24 month DPC with a plan listed in clause **Error! Reference source not found.** that is available for new customers or on an eligible 24 month business plan. If you purchase your new device on a Business Fleet Connect Plan, you will not be able to take up Telstra New Phone Feeling on this plan; and
  - (b) Return your existing device undamaged and in good working order, together with your proof of identity and any additional documentation requested by us, within 14 days of purchasing your new device. You must follow our instructions on how to return the device.
- 40.10 The \$50 recontracting fee and/or remaining payments for your existing eligible device will not be waived if:
  - (a) Any payments for Telstra New Phone Feeling are overdue; or
  - (b) Your existing device is not returned undamaged and in good working order.
- 40.11 A device that is undamaged and in good working order is one that is fully functional as intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, it:
  - (a) Turns on and off;
  - (b) Functions normally (for example, it is capable of making and receiving calls and connecting to the internet and any touchscreen functions as intended); and
  - (c) Includes a fully functioning battery;
  - (d) Is free from physical damage except normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage, or a faulty or broken SIM reader);
  - (e) Does not have any missing, disassembled, customised or non-original parts;
  - (f) Has all activation and device locking features disabled (eg. Find My iPhone on iOS 7 devices); and



#### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

- (g) Is not IMEI blocked.
- 40.12 We may ask you to provide proof of ownership, such as receipts. If there is insufficient proof of ownership, the device will be dealt with in accordance with the law, and it may be returned to you, or sent to the relevant authority.
- 40.13 You must remove the SIM card and any personal or confidential data from your device before returning it. SIM cards will not be returned and will be destroyed. Your device may also be reset to factory settings.

#### **Cancelling Telstra New Phone Feeling**

40.14 You may cancel Telstra New Phone Feeling at any time.

This section of Telstra New Phone and Tablet Feeling applies to customers who enter into an eligible mobile contract and 24 month Mobile Repayment Option (MRO) or 24 or 36 month Device Payment Contract (DPC) from 12 May 2015 to 13 January 2020.

New Phone Feeling and New Tablet Feeling are not available to customers that take up a device payment contract on any eligible mobile or tablet plans on and from 14 January 2020.

Customers that took up an eligible device on a device payment contact with an eligible plan with New Phone Feeling or New Tablet Feeling prior to 14 January 2020 will be able to redeem as per the existing terms of New Phone Feeling and New Tablet Feeling. Customers on a Business Choice Mobile or Tablet Plan, taken up prior to 25 June 2019, will be able to redeem New Phone Feeling or New Tablet Feeling once as per the existing terms of New Phone Feeling and New Tablet Feeling.

#### What is Telstra New Phone Feeling?

40.15 Telstra New Phone Feeling allows customers with an eligible Telstra Business mobile plan and an eligible handset on a 24 month Mobile Repayment Option ("MRO") or 24 or 36 month DPC to buy a new handset on a 24 month MRO or 24 or 36 month DPC or eligible business plan during the final 12 months of their existing MRO/DPC or eligible business plan without having to pay the remaining payments for their existing handset, when they return it undamaged and in good working order and pay the relevant upgrade fee.



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

40.16 For the avoidance of doubt, an MRO/DPC in this section **Error! Reference source not found.** refers to an MRO or DPC in Section 4 or a Standard MRO in Section **Error! Reference source not found.** as the case may be.

#### What is Telstra New Tablet Feeling?

40.17 Telstra New Tablet Feeling allows customers with an eligible Telstra mobile broadband plan and an eligible tablet on a 24 month Mobile Repayment Option ("MRO") or 24 or 36 month DPC to buy a new tablet on a 24 month MRO or 24 or 36 month DPC or eligible business plan during the final 12 months of their existing MRO/DPC or eligible business plan without having to pay the remaining payments for their existing device, when they return it undamaged and in good working order.

#### **Eligibility**

- 40.18 To be eligible for Telstra New Phone Feeling or New Tablet Feeling, you must:
  - (a) be an Australian resident;
  - (b) at least 18 years of age; and
  - (c) purchase an eligible handset or tablet device ("**Device**") on a 24 month MRO or 24 or 36 month DPC or eligible business plan with one of the following plans prior to January 14 2020:

| Plan   | Telstra New Phone or Tablet Feeling Availability  |  |
|--|---|--|
| Plans available for new customers with a 10 digit account number |   |  |
| Business Mobile Plans  | MRO/DPC available until withdrawn by us           |  |
| Business Mobile Data Plans                                       | MRO/DPC available until withdrawn by us           |  |
| Plans not available for new customers                            |   |  |
| My Business Mobile Plans   | MRO/DPC available until withdrawn by us           |  |
| Business Mobile Broadband  | MRO/DPC available until withdrawn by us           |  |
| Telstra Business Mobile Choice Plan                              | On a 24 month MRO available until withdrawn by us |  |
| Telstra Business Tablet Choice Plan                              | On a 24 month MRO available until withdrawn by us |  |
| My Business Mobile Data Plans                                    | MRO/DPC available until withdrawn by us           |  |
| My Business Wireless Broadband Plans                             | MRO/DPC available until withdrawn by us           |  |
| Go Business Mobile Plans   | MRO/DPC available until withdrawn by us           |  |
| Go Business Mobile Broadband Plans                               | MRO/DPC available until withdrawn by us           |  |
| My Business Voice and Data Share SIM                             | MRO/DPC available until withdrawn by us           |  |



# **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

- 40.19 The devices that are eligible for Telstra New Phone Feeling and New Tablet Feeling with each plan may change from time to time. Upon request, we will confirm whether your plan and device combination are eligible for Telstra New Phone Feeling and New Tablet Feeling.
- 40.20 Telstra New Phone Feeling or New Tablet Feeling is automatically included as part of your eligible contract with Telstra. You do not need to separately opt-in.
- 40.21 If you are on a Telstra Premium Mobile Plan, you will not be charged the device redemption fee when you use the offer.

#### **Price**

40.22 There is no minimum monthly charge but you will be charged \$149 at the time you elect to use Telstra New Phone Feeling or New Tablet Feeling ("**Device Redemption Fee**") which will appear on your next Telstra bill.

#### **Term**

- 40.23 Telstra New Phone and Tablet Feeling is automatically included as part of your eligible contract with Telstra. However you are under no obligation to use Telstra New Phone and Tablet Feeling.
- 40.24 You are only eligible to use Telstra New Phone or Tablet Feeling in the last 12 months of your DPC or eligible business plan term.
- 40.25 If you do not use Telstra New Phone or Tablet Feeling before the end of your 24 month MRO or 24 or 36 month DPC or eligible business plan term, it will expire.
- 40.26 New Phone and Tablet Feeling is not eligible with 36 month MRO terms.

#### **Upgrading your Device**

- 40.27 The remaining payments for your existing device will be waived if, during the final 12 months of your existing MRO/DPC, you:
  - (a) agree to pay the \$149 Device Redemption Fee;
  - (b) purchase a new device on a 24 or 36 month MRO/DPC with a plan listed in clause 40.17 that is available for new customers . If you purchase your new device on a Business Fleet Connect Plan, you will not be able to take up Telstra New Phone or Tablet Feeling on this plan;



# **Telstra Mobile Section**

- (c) return your existing device undamaged and in good working order, together with your proof of identity and any additional documentation requested by us, within 14 days of purchasing your new device. You must follow our instructions on how to return the device; and
- (d) sign a form that will enable ownership of your device to transfer to a second hand device vendor nominated by Telstra once all eligibility criteria in this clause are met and all device locking features are disabled (see clause 40.30)
- 40.28 We may charge you the remaining payments under your MR/DPC for your existing device if your do not comply with the eligibility criteria above.
- 40.29 To be eligible to redeem New Phone Feeling or New Tablet Feeling, you must also return your existing Device with all activation and device locking features disabled. If you do not, we may charge you an inoperable device fee, which is equal to the fair market value of the existing device in an operable state. We may also return your inoperable device to you and charge you for the shipping costs too.
- 40.30 A device that is undamaged and in good working order is one that is fully functional as intended and is not physically damaged except minor scratches and other normal wear and tear, as reasonably determined by us. For example, it
  - (a) Turns on and off;
  - (b) Functions normally (for example, it is capable of making and receiving calls and connecting to the internet and any touchscreen functions as intended); and
  - (c) Includes a fully functioning battery;
  - (d) Is free from physical damage except normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage, or a faulty or broken SIM reader);
  - (e) Does not have any missing, disassembled, customised or non-original parts; and
  - (f) Is not IMEI blocked.
- 40.31 We may ask you to provide proof of ownership, such as receipts. If there is insufficient proof of ownership, the device will be dealt with in accordance with the law, and it may be returned to you, or sent to the relevant authority.



### **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

- 40.32 You must remove the SIM card and any personal or confidential data from your device before returning it. SIM cards will not be returned and will be destroyed. Your device may also be reset to factory settings.
- 40.33 If your existing device is a mobile handset, you may only upgrade to a mobile handset. If your existing device is a tablet you may only upgrade to a tablet. You are not able to upgrade a mobile handset for a tablet and vice versa.

## 41 Standard Mobile Repayment Option ("MRO")

#### What is Standard MRO?

41.1 Under the Standard MRO, we will offer approved customers credit known as a Mobile Repayment Amount and allow you to repay that credit by monthly instalments over a 12, 18 or 24 month period with an eligible plan ("MRO term"). This credit contributes towards the upfront purchase price of a mobile handset or device and any eligible mobile accessories.

#### **Availability**

- 41.2 Unless we say otherwise, Standard MRO is available:
  - (a) until 31 December 2003, for more4business customers connected between 7 May and 7 October 2003; and
  - (b) until the date that we determine, for all other new eligible customers (eligible customers are set out in the table contained in clause **Error! Reference source not found.** below).
- 41.3 Standard MRO is not available on consumer plans to new and re-contracting customers with a 13 digit account number on and from 4 March 2014.

#### **Mobile Repayment Amounts**

41.4 Different Mobile Repayment Amounts and MRO terms are available depending on your chosen handset, accessories, plan and minimum monthly spend/access fee. The available Mobile Repayment Amounts are set out below.

| Mobile Repayment Amounts                | Eligible handsets and customers  |
|---|--|
| "Standard" Mobile<br>Repayment Amounts: | Any handset or device for customers on:  a Telstra Mobile Broadband \$24.95; \$34.95; \$44.95 or \$84.95 |
| \$49, \$99, \$120, \$149,               | Member Plan;   |



# **Telstra Mobile Section**

| Mobile Repayment Amounts   | Eligible | e handsets and customers   |
|--|----------|--|
| \$199, \$229, \$240, \$259,<br>\$289, \$319, \$349, \$360,<br>\$379, \$409, \$439, \$469,<br>\$499, \$529, \$559, \$589, | •        | a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or \$89.95 Plan;   |
|  | •        | a Special Member Plan;   |
| \$619, \$649, \$679  | •        | a Telstra Member Plan Ultimate;  |
|  | •        | a Telstra Business Talk Member Plan or Telstra Business<br>Untimed* Member Plan;   |
|  | •        | a Telstra Business Mobile Select Member Plan;  |
|  | •        | a Telstra Kids in Touch Member Plan;   |
|  | •        | a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap<br>Plan (business) (excluding \$49 to \$379 repayment amounts);  |
|  | •        | a Business Choice Capped Member Plan;  |
|  | •        | a Business Choice Capped Casual Plan connected on or after 8 June 2006;  |
|  | •        | a Telstra Corporate SIM Plan;  |
|  | •        | an eligible Enterprise Fleet Casual Plan with a monthly network access charge of \$30 or above(new customers and re-contracting customers cannot apply for a Mobile Repayment Option with any Enterprise Fleet Casual Plan on and from 4 October 2011 unless we agree otherwise in writing); |
|  | •        | Telstra Capped Plus Plans;   |
|  | •        | a Telstra \$79 Cap Plan;   |
|  | •        | casual Telstra Mobile Plans or Telstra Mobile Member Plans with a Monthly Credit member benefit;   |
|  | •        | Casual Plans connected on or after 8 September 2004;   |
|  | •        | Member Plans connected on or after 8 September 2004;   |
|  | •        | member or casual more4business Plans connected on or after 7 May 2003 to 7 October 2003;   |
|  | •        | subscriber or casual communic8 Post-Paid Call Plans and SMS plans  |
|  | •        | member or casual Corporate Staff Plans;  |
|  | •        | member or casual Telstra Mobile Business plans connected on or after 8 October 2003;   |
|  | •        | member or casual \$20 Mobile Business Starter Plans connected on or after 8 October 2003;  |
|  | •        | Telstra Business Casual Plans connected on or after 8 September 2004;  |
|  | •        | Telstra Business Member Plans connected on or after 8 September 2004;  |



# **Telstra Mobile Section**

| Mobile Repayment Amounts                           | Eligible handsets and customers   |  |
|--|---|--|
|  | any other eligible plan as determined by us;  |  |
|  | an eligible handset or device (as determined by us) for customers on Telstra 3G Connect PC Packs on a month to month basis connected on or after 5 September 2005;  |  |
|  | an eligible handset or device (as determined by us) for customers on Telstra 3G Connect Data Packs on a month to month basis connected on or after 1 November 2005  |  |
|  | Telstra Business Mobile Plans and Telstra Business Mobile     Data Plans  |  |
| "High" Mobile Repayment Amounts:                   | An eligible handset or device (as determined by us) for customers on:   |  |
| \$729, \$779, \$829, \$879, \$929, \$979,<br>\$999 | a Telstra Mobile Broadband; \$34.95; \$44.95 or \$84.95 Member  Plan  |  |
|  | a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or \$89.95 Plan   |  |
|  | a Special Member Plan with a monthly spend of \$60 or above;  |  |
|  | a Telstra Member Plan Ultimate;   |  |
|  | a Telstra Business Untimed" Member Plan;  |  |
|  | A Telstra Business Mobile Select Member Plan  |  |
|  | a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap Plan (business);  |  |
|  | a Business Choice Capped Member Plan;   |  |
|  | a Business Choice Capped Casual Plan connected on or after 8 June 2006;   |  |
|  | a Telstra Corporate SIM Plan with a monthly network access charge of \$70 or above;   |  |
|  | an eligible Enterprise Fleet Casual Plan with a monthly network access charge of \$60 or above (new customers and re-contracting customers cannot apply for a Mobile Repayment Option with any Enterprise Fleet Casual Plan on and from 4 October 2011 unless we agree otherwise in writing); |  |
|  | a Telstra \$49 Cap Plus Plan;   |  |
|  | a Telstra \$79 Cap Plus Plan;   |  |
|  | a Telstra \$129 Cap Plus Plan;  |  |
|  | a Telstra Mobile Member Plan with a Monthly Credit Member<br>Benefit and a monthly spend of \$60 or above;  |  |



# **Our Customer Terms**Telstra Mobile Section

| Mobile Repayment Amounts               | Eligible handsets and customers  |  |
|--|--|--|
|  | Member Plans with a monthly spend of \$60 or above connected<br>on or after 8 September 2004;  |  |
|  | a more4business Member Plan with a monthly spend of \$70 or<br>above connected on or after 7 May 2003;   |  |
|  | a communic8 Post-Paid Subscriber Call Plan or SMS Plan with a monthly spend of \$60 or above;  |  |
|  | Telstra Mobile Business Member Plans with a monthly spend of<br>\$70 or above connected on or after 8 October 2003; or   |  |
|  | Telstra Business Member Plans with a monthly spend of \$60 or<br>above connected on or after 8 September 2004; or  |  |
|  | Telstra Business Mobile Plans and Telstra Business Mobile Data<br>Plans; or  |  |
|  | any other eligible plan as determined by us.   |  |
| "Premium" Mobile Repayment             | An eligible handset or device (as determined by us) for customers on:  |  |
| Amounts:                               | a Telstra Mobile Broadband; \$34.95; \$44.95 or \$84.95 Member Plan  |  |
| \$1099, \$1199, \$1299, \$1399, \$1499 | a Telstra Mobile Broadband Embedded \$29.95; \$39.95; \$49.95 or<br>\$89.95 Plan   |  |
|  | a Special Member Plan with a monthly spend of \$150 or above;  |  |
|  | a Telstra Member Plan Ultimate;  |  |
|  | a Telstra Business Untimed* Member Plan;   |  |
|  | a Telstra Business Mobile Select Member Plan   |  |
|  | a Telstra 3G and Next G Cap Plan or Telstra 3G and Next G Cap Plan (business);   |  |
|  | a Business Choice Capped Member Plan;  |  |
|  | a Business Choice Capped Casual Plan connected on or after 8 June 2006;  |  |
|  | Telstra 3G Mobile Phone Cap Plans;   |  |
|  | an eligible Enterprise Fleet Casual Plan with a monthly network access charge of \$200 or above (if available) (the Enterprise Fleet Casual Plan 200 is not available for new connections or for re-contracting to existing customers on and from 4 October 2011); |  |



## **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

| Mobile Repayment Amounts   | Eligible handsets and customers  |
|--|--|
|  | a Telstra \$49 Cap Plus Plan;  |
|  | a Telstra \$79 Cap Plus Plan;  |
|  | a Telstra Mobile Member Plan with a Monthly Credit member<br>benefit and a monthly spend of \$150 or above;              |
|  | Member Plans with a monthly spend of \$150 or above connected<br>on or after 8 September 2004;                           |
|  | a more4business Member Plan with a monthly spend of \$150 or<br>above connected on or after 7 May 2003;                  |
|  | Telstra Mobile Business Member Plans with a monthly spend of<br>\$150 or above connected on or after 8 October 2003; and |
|  | Telstra Business Member Plans with a monthly spend of \$150 or<br>above connected on or after 8 September 2004; or       |
|  | Telstra Business Mobile Plans and Telstra Business Mobile Data<br>Plans; or  |
|  | any other eligible plan as determined by us.   |
| "Telstra Business/ Enterprise and<br>Government" Mobile Repayment  | Telstra Business Casual Mobile Plans   |
| Amounts  | Telstra Business Mobile Broadband Plans  |
| \$49, \$99, \$120, \$149, \$199, \$229,<br>\$240, \$259, \$289, \$319, \$349, \$360,<br>\$379, \$409, \$439, \$469, \$480 \$499,             | Telstra Business BYO Mobile Plans  |
| \$529, \$559, \$589, \$619, \$649, \$672,<br>\$679, \$729, \$768, \$829, \$879, \$929,   | Telstra Business Mobile Choice Plans   |
| \$979, \$999, \$1099, \$1199, \$1299,<br>\$1399, \$1499 \$1599, \$1699, \$1799,<br>\$1899, \$1999, \$2099, \$2199, \$2299,<br>\$2399, \$2499 | Telstra Business Tablet Choice Plan  |

#### **Terms**

- 41.5 The Mobile Repayment Amount chosen cannot be more than the price of the handset and any eligible mobile accessories (incl GST).
- 41.6 We will pay the Mobile Repayment Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 41.7 If the price of the handset or device and eligible mobile accessories is higher than the Mobile Repayment Amount, you must pay the difference between the price of the handset/device and eligible mobile accessories (incl GST) and the Mobile Repayment



# **Telstra Mobile Section**

## Part C – Special Promotions and Mobile Value Added Services

Amount. You must pay this difference directly to us or the participating Telstra Shop/dealer where you bought the handset.

- 41.8 You must repay the Mobile Repayment Amount by monthly instalments over the MRO Term. If you do not repay the Mobile Repayment Amount, we may suspend or cancel your mobile service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).
- 41.9 You must repay the balance of the Mobile Repayment Amount outstanding if your mobile service or account attached to the MRO is cancelled or you reduce your minimum monthly spend/access fees so that you are no longer eligible for the Mobile Repayment Amount before the end of the MRO term.
- 41.10 Only one MRO may be entered into for each eligible service. We must separately approve applications for four or more MROs per customer.

#### Additional Terms for MROs entered into on and from 25 June 2019

- 41.11 For all MROs entered into on and from 25 June 2019, the following additional terms apply:
  - a) We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the MRO (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the MRO.
  - b) In addition to how we may use and share your information under our <u>Privacy Statement</u>, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
  - c) Your obligation to make payments under or in connection with the MRO is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the MRO for any reason whatsoever.

