

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Contents

Click on the section that you are interested in.

1	About this Part	4
2	General conditions	4
	Spend limit	5
3	App and Mobile Website Subscriptions (including AFL Live, NRL Live, Netball Live and SportsFan)	7
4	Telstra Business Portal - Additional Terms	19
	Licence	19
	Your use	19
	Prohibited use	19
	Term and Termination	20
	Intellectual Property	20
	Charges	21
5	Telstra Caller Tones service	21
	What is the Telstra Caller Tones service?	21
	Taking up the Telstra Caller Tones service	21
	Eligibility	21
	Charges	22
	Payment	23
	Spend limit	23
	Telstra Caller Tones limit	23
	Deleting Telstra Caller Tones	23
	You can cancel Telstra Caller Tones	24
	We can suspend and cancel Telstra Caller Tones	24
	Consequences of cancellation	24
	We may send you a regular SMS	24
6	MobileFun Music on your Mobile	25
	Availability	25
	Usage rules	25
	Charges	25
	SMS Subscription Services– Telstra mobile service customers only	26
	Additional terms and conditions	27
	Intellectual property	27
7	PocketNews	27
	What is PocketNews?	27
	Conditions of access	28

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

	PocketNews Alerts	28
	PocketNews On Demand/PocketNews SIM	29
	Cancelling PocketNews	30
9	Whereis and Local Weather (“Location Based Services”)	31
	What are Location Based Services?	31
	Availability	31
	Privacy	31
	Whereis	31
	Whereis charges	32
	Local Weather	32
	Local Weather charges	32
10	MobileFun Telstra Tones and Pics	33
	What is MobileFun Tone and Pics?	33
	Availability	33
	SMS and Telstra Media Mobile Services Charges	34
	Content Charges	34
	Use	36
	Prohibited use	36
	SMS Subscription Services – Telstra mobile service customers only	36
	SMS Alerts– Telstra mobile service customers only	37
11	MobileFun Apps on your mobile	37
	Availability	37
	Payment Methods	38
	Undeliverable items	39
	Usage Terms	39
12	MobileFun Games on your mobile	40
	Availability	40
	Payment Methods	41
	Undeliverable items	42
	Usage Terms	42
	Changes to BigPond Games	42
13	BigPond Astrology Portal	43
	Subscribing to the BigPond Astrology Portal	43
	Availability	43
	Payment Methods	44
	How you can use the BigPond Astrology Portal Content	44
14	AirG Chat	45
	Availability	45
	Subscribing to AirG Chat	46
	Payment Methods	46

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

How you can use AirG Chat Content

47

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

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 Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

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

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

2 General conditions

- 2.1 Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP) is a mobile content. Refer to Part G – Data Services of the Telstra Mobile Section for full details of this service.
- 2.2 Enhanced 3G or Next G content such as video and audio is only available while you are in a 3G or Next G coverage area. Other content will still be available if you are not in a 3G or Next G coverage area, but will typically be accessed at slower speeds than if you are in a 3G or Next G coverage area. If you are playing 3G or Next G video and audio content and you move out of a 3G or Next G coverage area, you will need to return to a 3G or Next G coverage area to start playing the video or audio content again.
- 2.3 Enhanced 4G content such as video and audio is only available while you are in a 4G coverage area. Content in non-4G areas (eg 3G or Next G) but will typically be accessed at slower speeds than if you are in a 4G coverage area.
- 2.4 If you have a Blackberry device, you can also download wireless applications for use on your Blackberry device from the Telstra Business Portal (“**Blackberry Applications**”). Blackberry Applications are licensed by us from third parties, and sub-licensed by us to you on an “as is” basis.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 2.5 Your use of a Blackberry Application is subject to the additional terms set out in section 3 below (Telstra Business Portal - Additional Terms). If your use of a Blackberry Application is subject to any terms in addition to those in section 3 below, we will notify you before you download the Blackberry Application.
- 2.6 When you agree to purchase Telstra Media Mobile Services content, you will be charged:
- (a) any one-off or “pay per view” content charges you agree to pay to access or download Telstra Media Mobile Services content, as advised to you on your handset before you buy the content;
 - (b) any subscription charges you agree to pay to access Telstra Media Mobile Services content; and
 - (c) data usage charges for downloading, and in some cases, using the content (unless data usage charges do not apply to the specific content being downloaded in which case we will tell you before you purchase the content that data usage charges do not apply).
- 2.7 Data usage charges (including browsing charges) for Telstra mobile service customers are dependent on whether you are using the GPRS, 3G or Next G networks, whether you are visiting sites on which data usage charges do not apply and whether or not you are on Pay As You Go rates or applicable data pack rates – refer to Part G – Data Services of the Telstra Mobile Section for more details. To see these terms – home and family customers [click here](#); business and government customers [click here](#). For non-Telstra mobile service customers, data usage charges depend on your service provider.

Spend limit

- 2.8 If you are a post-paid Telstra customer, a default spend limit of \$100 applies to Telstra Media Mobile Services content that you buy each month. If you are a pre-paid Telstra customer, a default spend limit of \$500 applies to Telstra Media Mobile Services content that you buy each month. This includes any content on MobileFun, Game downloads, Tones and Pics bought by USSD, and charges for text messages received as part of our Instant Messaging Services. This also includes subscription and content charges for Telstra Caller Tones. Your spend limit excludes UM/Notify Me, Memo, Buddy, Online SMS, SMS Chat, SMS Games, Short Audio, Premium SMS, Access Manager and PocketNews content not accessed via Telstra Media Mobile Services. For non-Telstra mobile service customers, spend limits depend on your service provider.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 2.9 Telstra mobile service customers may apply to change your spend limit at any time. We need to approve any increase in your spend limit. If you take up a 3G service, you may only apply to change your spend limit after the introductory offer.
- 2.10 We may increase or decrease Telstra mobile service customers' default spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit you need to tell us not to go ahead with the increase within 30 days - otherwise, the increase applies to you. If we decrease your default spend limit, we will tell you before the change takes effect in accordance with the General Terms of the Telstra Mobile section of Our Customer Terms. To see these terms – home and family customers [click here](#); business and government customers [click here](#).
- 2.11 Once you have purchased your content, you will have up to 5 days to download and/or access that content, unless it is video or audio content or unless a different time period is set out in the specific section of Our Customer Terms for that particular content.
- 2.12 If you play video or audio content on your 3G or Next G handset and the video or audio is interrupted, you will have up to 24 hours to stream that content again (unless the content has expired) at no additional charge. You will not be separately charged for your data usage.
- 2.13 Any other use of your handset or device (including voice calls, 3G or Next G video calls and text messaging) is not part of the Telstra Media Mobile Services service and not covered by the Telstra Media Mobile Services charges. Other services you use are covered by the terms of your mobile plan and the terms in the Telstra Mobile section of Our Customer Terms.
- 2.14 Some Telstra Media Mobile Services content is prepared and maintained by people other than us. You may have to pay another person content charges to access their Telstra Media Mobile Services content. The other person will set any such content charges - and any other terms for accessing the content.
- 2.15 To the extent permitted by law, we do not endorse and are not liable for Telstra Media Mobile Services content you buy from another person and do not promise the accuracy, suitability or quality of such content.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

3 App and Mobile Website Subscriptions (including AFL Live, NRL Live, Netball Live and SportsFan)

- 3.1 Subscription products are available for AFL, NRL, Netball and SportsFan products via free mobile applications (**'Apps'**) downloadable through either the Google Play Market, Apple App Store or Windows Store. The subscription packs are available via InApp purchase within the Apps or via AFL Live Pass powered by AFL Login. Please note that the terms and conditions set out in Our Customer Terms are subject to the terms and conditions included on the relevant App or otherwise provided to you by us (**'Additional Terms and Conditions'**). Where there is a conflict between the Additional Terms and Conditions and Our Customer Terms, the Additional Term and Conditions issued to you will prevail to the extent of any inconsistency.

AFL LIVE SUBSCRIPTION

3.2 Terms of Use: AFL Live Pass Subscribers

- (a) Subscription to the AFL Live Pass is only available from AFL.com.au. Customers must have an AFL Login Powered by Telstra ID or Telstra Digital Identity prior to subscribing to an AFL Live Pass.
- (b) An AFL Live Pass subscription will not replace or cancel any existing AFL in-App subscription with a Google Play, App Store or Windows Store purchase. To ensure you are not billed twice please refer to our [FAQs](#).
- (c) Premium content can be accessed via an AFL Live Pass for a recurring subscription fee of:
 - (i) \$4.99 per week (7 days) (**"Weekly Pass"**),
 - (ii) \$14.99 per month (**"Monthly Pass"**); or
 - (iii) \$89.99 per year (365 days) (**"Annual Pass"**).
- (d) New customers will be provided with a free two week trial with a weekly, monthly or annual subscription. The AFL Live Pass can be cancelled at any point during or after the trial. **Please note:** your credit card may be charged AUD \$1.00 in an attempt to verify the credit card. This verification charge will then be refunded without you needing to do anything further.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- (e) After the free two week trial period, you will be automatically billed \$4.99 every 7 days, \$14.99 every month, or \$89.99 for the first year (365 days), to your nominated credit card or Telstra account, until you cancel your subscription.
- (f) Following the expiry of your 365 day annual pass, you will be automatically rolled onto a monthly subscription at \$14.99 per month, charged at the beginning of the monthly cycle.
- (g) Customers who cancel their AFL Live Pass subscription, but want to re-subscribe later, will have to wait until their active subscription expires, before being able to re-subscribe. Customers who want to change their subscription (i.e.: from a weekly to an annual pass) will need to wait until their active subscription expires, before being able to make that change.
- (h) Your subscription can be managed (i.e.: subscription upgrade or cancellation) by going to Manage My AFL Live Pass or My Account self-care after purchase.
- (i) Associating a device or computer to your AFL Live Pass login: Your AFL Live Pass (purchased on AFL.com.au) can have up to 5 supported devices and computers (combined) associated with it.
- (j) In order to view premium content, you will need to download the AFL Live Official App from Google Play, the App Store or Windows Store.

3.3 Terms of Use: AFL Live Pass Vouchers

- (a) AFL Live Pass Vouchers (“**Vouchers**”) may be given away by Telstra, the AFL, AFL Clubs or third parties as part of promotional or advertising campaigns.
- (b) Vouchers consist of unique codes that must be registered as part of your AFL Live Pass subscription process in order to redeem the corresponding credit value

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- (c) To redeem a voucher, you must be a new AFL Live Pass customer and have an AFL Login Powered by Telstra ID or a Telstra Digital Identity.
- (d) The expiry date of the Voucher will be displayed on the Voucher (whether printed or digital)
- (e) The expiry date of the Voucher will be confirmed when the Voucher is registered on the Service. On the date of expiration, the expiry will take effect from midnight AEST.
- (f) Vouchers may not be refunded either in whole or in part. After expiration any unused credit will be forfeited. Vouchers may not be redeemed for cash.
- (g) There are 3 different kinds of vouchers:
 - (i) AFL Club Digital Memberships: An AFL Club Digital Membership can only be purchased via the AFL Membership site or an AFL club site, :
 - (A) requires a user to have an AFL Login or Telstra Digital Identity to initiate a voucher redemption; and
 - (B) expires on 31st October, 2016
 - (ii) Free trial offers: For free trial offers that are provided by way of Voucher:
 - (A) In order to redeem a Voucher that includes a Free Trial Offer, you must have an AFL Login or Telstra Digital Identity
 - (B) Free trial offers are only available to new customers and will commence on the date you redeem the promotional code
 - (C) When setting up your free trial you are required to subscribe to a AFL Live Pass option that will commence after the free trial period has concluded

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

(D) You can cancel their subscription anytime during the trial period.

(E) If you do not cancel your subscription within the free trial period, recurring subscription charges will apply

(F) Your AFL Live Pass entitles you to watch all live-televised NAB Challenge matches

(G) If you are provided the The NAB Challenge offer Voucher this can be redeemed up until midnight 22/03/2016 AEDT; and

(H) Unless stated on the Voucher, vouchers may be redeemed at any point when there is no expiry date.

- (iii) **AFL Live Annual Pass Free Trial:** An AFL Live Annual Pass provides you with a 52 week trial via a free AFL Live Annual Pass which may be redeemed at any time and expires 52 weeks after you activate the Voucher. The terms and conditions set out in clause 3.2 that relate to the AFL Live Annual Pass apply to the use of this trial offer.

3.4 Terms of Use: AFL Live Official App In App Subscribers (Apple App Store or Google Play Subscribers)

- (a) If you acquire a subscription via an in App purchase through an Apple App Store ("**App Store**") or Google Play subscription, any such purchase will not replace, cancel or overwrite any existing AFL Live Pass subscription.

(i) **Apple App Store Subscribers**

(A) Once you have purchased a subscription via the App Store you will be able to access premium content for a recurring fee of \$4.99 per week, \$14.99 per month, or \$89.99 per year. You will be billed \$4.99 every 7 days, \$14.99 every month, or \$89.99 every 365 days, until you cancel your subscription.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

(B) Your subscription will automatically renew unless auto-renew is turned off at least 24-hours before the end of the current period. To switch off your auto-renewal you need to open Settings on your Device, navigate to iTunes & App Store, and login to your Apple ID, where you can make changes to your subscription.

(C) You will be automatically billed within 24 hours of the end of your current subscription period. The auto-renewal function may be turned off by going to the App Store or iTunes Account Settings after purchase. <http://support.apple.com/kb/ht4098>.

(D) You will not be able to cancel your current subscription during your active subscription period.

(E) When you subscribe to the AFL Live Official App Weekly, Monthly or Annual Pass, you agree, as the relevant mobile service account holder, to Telstra and its related bodies corporate collecting and using the location of your mobile handset to provide you with game coverage.

(F) As an Apple App Store subscriber, you may share your subscription across compatible devices linked to the unique Apple ID. This is subject to the Apple App Store rules and can be amended from time to time without notice.

(ii) Google Play Store Subscribers

(A) Access premium content for a recurring fee of \$14.99 per month or \$89.99 per year. You will be billed \$14.99 every 31 days or \$89.99 every 365 days, automatically until you cancel your subscription.

(B) You will automatically be billed within 24-hours of the current period. The auto-renewal function may be turned off by going to Google Play Store App after purchase.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

(C) You will not be allowed to cancel your current subscription during the active subscription period.

(D) As a Google Play Market subscriber you may share your subscription across compatible devices linked to the unique Google ID. This is subject to the Google Play Market rules and can be amended from time to time without notice.

What is a ‘Legacy’ AFL Live Monthly or Season Pass?

- 3.5 If you signed up to an AFL Live Monthly or Season Pass prior to 12 February 2013 and your subscription is still active, then you have a ‘**Legacy**’ AFL Monthly or Season pass. You can still use a Legacy subscription to gain access to the AFL Premium Content. The Legacy Season Pass is no longer available for sale, however:
- (i) If you are a Legacy AFL Live Monthly Pass subscriber you will be charged \$10 per month (as per 2012 monthly pass rates) until you choose to unsubscribe.
 - (ii) If you are a Legacy AFL Live Season subscriber, at the expiration of your Legacy AFL Live Season Pass, you will roll over to a Legacy AFL Live Monthly Pass and you will be charged \$10 per month (as per 2012 monthly pass rates) until you choose to unsubscribe.
- 3.6 If you have a Legacy AFL Live Monthly or Season Pass you will not be able to access AFL Premium Content via Wi-Fi or enable multiple device support as your subscription is locked to your SIM card.
- 3.7 If you are a Legacy AFL Live Monthly or Season Pass subscriber and you wish to gain Wi-Fi access and multiple device compatibility, you may cancel your Legacy Subscription at any time, in accordance with the terms set out here, and sign up for a new AFL Live Pass via the InApp function within the AFL Live Official App on your compatible device or via AFL Login at www.afl.com.au/livepass

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 3.8 Once a Legacy AFL Live subscription is cancelled, it cannot be reinstated.
- 3.9 We reserve the right to withdraw any Legacy subscription at any time, upon notice to you.

Terms of Use: The AFL Live Official App

- 3.10 By downloading this application, you accept the following terms. If you don't agree to be bound by these terms, you must not download this application.
- 3.11 Airplay, Airplay Mirroring or any other form of external video output of streamed content is not permitted and is not provided as part of any AFL Live Pass.
- 3.12 You acknowledge that Telstra's agreement with the AFL restricts the display of live match videos to the current screen size. Match highlights and match replays are available for viewing in full screen size.
- 3.13 Live match videos are only available to users watching in Australia and New Zealand. Screen size restrictions apply for live match videos as vision produced by the broadcasters is currently filmed in 16:9 ratio. This may appear full screen on your device or may cause black borders at the top and bottom of your screen. When you subscribe to the AFL Live Official App Weekly, Monthly or Annual Pass, you agree, as the relevant mobile service account holder, to Telstra and its related bodies corporate collecting and using the location of your mobile handset to provide you with game coverage.
- 3.14 Standard data charges apply when downloading or using the AFL Live Official App. Video data usage is unmetered only for eligible Telstra customers.
- 3.15 This Application requires Network Connectivity to function properly. You acknowledge that poor signal quality (dependent on your location and service provider) may slow down or prevent the Application from working at optimum speed. If you have concerns regarding the quality of your signal strength, you should contact your mobile network service provider directly.
- 3.16 Once the App has been downloaded, for Telstra customers as the AFL Live Official App is unmetered for content viewed and streamed on the Telstra Mobile network within Australia. However, when accessing premium content, a connection charge may apply while accessing the live content server). Full details of the application of these charges are set out at <http://m.bigpond.com/pricing>

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

3.17 This Application requires location services to be enabled on your device to determine which matches provided by the Channel 7 Network is applicable to your location.

NRL LIVE 2016 APP SUBSCRIPTION

3.18 When you subscribe to an NRL weekly, monthly or annual Digital Pass, you receive during your subscription period, (in addition to the free content available on the NRL Official App), access to the following content on your compatible Apple iOS or Android handset within Australia:

(a) **2016 NRL Telstra Premiership**

- (i) Video streams of up to 192 NRL matches and press conferences; and
- (ii) Video streams of all the Telstra Finals Series; and
- (iii) Video streams of all the Telstra Grand Finals.

(b) **2016 NRL Representative Matches**

- (i) Video streams of all Kangaroos Test Matches
- (ii) Video streams of all matches of the State of Origin
- (iii) Video streams of City v Country
- (iv) Video streams of the NRL Auckland Nines Tournament
- (v) Video streams of the World Club Series
- (vi) Video streams of the All Stars Match

(“NRL Digital Pass Premium Content”).

(c) In addition to the NRL Digital Pass content, you will also receive:

- (i) Multiple device compatibility, allowing your subscription to be shared across compatible devices linked to the unique Apple ID or Google ID. This is subject to the Apple App Store and Google Play Market rules and can be amended from time to time without notice.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

3.19 The cost of subscribing to an NRL LIVE weekly, monthly or annual pass is:

Subscription option	Charge
NRL Weekly Digital Pass (only available to Apple iOS users)	\$2.99 per week
NRL Monthly Digital Pass (only available to Android users)	\$12.99 per month
NRL Annual Digital Pass	\$89.99 per year

3.20 You can purchase your NRL weekly, monthly or annual Digital Pass through the Apple iTunes App Store and or Google Play store. In addition to the terms set out here, your NRL Digital Pass are also subject to Apple’s End User Licence Agreement <http://www.apple.com/legal/itunes/appstore/dev/stdeula/> or Google Play’s Terms of Service http://play.google.com/intl/en_us/about/play-terms.html depending on your compatible device.

3.21 Your weekly, monthly or annual pass will automatically renew and you will continue to be charged until you cancel your subscription through either the Apple iTunes and/or Google Play store.

SPORTSFAN MOBILE SITE SUBSCRIPTION

3.22 When you subscribe to a SportsFan Action Pack, you receive access to the following content on your compatible handset for a \$5.95 per month:

- (a) Live scores of all sports covered;
- (b) Video on Demand content;
- (c) 24/7 Access to SportsFan TV channel

(“**Sports and Scores TV Action Pack**”).

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 3.23 The SportsFan Sports and Scores Action Pack is available to Telstra Post-Paid and Pre-Paid customers. In order to use the Sports and Scores TV Action Pack:
- (a) You will need to disable Wi-Fi as we can only identify their subscriptions via the SIM card when it is connected to the Telstra mobile network; and
 - (b) Some devices will not be able to access some elements of the subscription content, please see the Compatibility tab on the SportsFan mobile site when using the service for more information.
- 3.24 The SportsFan Sports and Scores Action Pack subscription:
- (a) is charged on an ongoing unless unsubscribed before the subscription period ends;
 - (b) is not available using a Wi-Fi connection and is only available when it is connected to the Telstra mobile network;
 - (c) cannot be used on multiple devices are not supported as the subscription is locked to the SIM card;
 - (d) can be accessed by Telstra Post-Paid and Pre-Paid customers who will get unmetered access to content although a connection charge may apply to access the content server; and
 - (e) for any subscriptions cancelled during the subscription period are not eligible for a rebate or pro-rated charges. However, customers can continue to access their subscription, even after the date they have cancelled it from, until the end of the subscription period they paid for.

Free 30 Day Trial Offer

- 3.25 New customers who subscribe to the Sports and Scores TV Action Pack will be entitled to a free 30 day trial that will convert to a monthly subscription unless cancelled before the end of the trial period.

NETBALL LIVE APP SUBSCRIPTION

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

3.26 When you subscribe to a Netball Live Weekly, Monthly or Annual subscription, you receive access to the following content on your compatible Apple iOS or Android device:

- (a) Live coverage of every Australian based ANZ Championship match: You will be able to watch every Australian based ANZ Championship netball match live, including ANZ Championship regular season and finals series and Test matches, through the Netball Live App.
- (b) Access full replays of every match of the 2016 ANZ Championship, and 2016 Australian Diamonds Test Matches, on demand, through the Netball Live App.
- (c) Multiple Devices Compatibility: You can use your Netball Live subscription to watch up to five (5) supported mobile and table devices. allowing your subscription to be shared across compatible devices linked to the unique Apple ID or Google ID. This is subject to the Apple App Store and Google Play Market rules and can be amended from time to time without notice.

3.27 The cost of subscribing to a Netball Live Weekly, Monthly or Annual pass is:

Subscription option	Charge
Netball Live Weekly Pass	\$2.99 per week (iOS Only)
Netball Live Monthly Pass	\$12.99 per month (Android Only)
Netball Live Annual Pass	\$29.99 per year (iOS and Android)

3.28 You can purchase a Netball Live subscription through the relevant store listed below which:

- (a) Apple App Store: In addition to the terms set out here, your NETBALL Live subscription is also subject to Apple's EULA (End User Licence Agreement) <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>
- (b) Google Play Market: In addition to the terms set out here, your NETBALL Live subscription is also subject to Google Play's Terms of Service http://play.google.com/intl/en_us/about/play-terms.html

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 3.29 Your Weekly, Monthly or Annual subscription will automatically renew and you will continue to be charged until you cancel your subscription through either of the storefronts.

DATA CHARGES FOR APP AND SPORTS AND SCORES TV ACTION PACK SUBSCRIPTIONS

- 3.30 If you are a Telstra Mobile customer, you will not be charged data usage charges for viewing or streaming content in any App or Sports and Scores TV Action Pack (unless you are roaming overseas). You may be charged a small fee to connect to the video server providing Premium Content.
- 3.31 Charges may also apply when downloading Apps from the storefronts.
- 3.32 If you are a Telstra Pre-Paid customer you must recharge \$10 per month each month to ensure continuous subscription services.

CANCELLING YOUR APP OR SPORTS AND SCORES TV ACTION PACK SUBSCRIPTION

- 3.33 You can only cancel a subscription to one of the Apps through the Apple App Store or Google Play Market. Your subscription will automatically renew unless you turn the 'auto-renew' functionality off (within your Apple iTunes or Google Play account settings) at least 24 hours prior to the end of the current subscription period.
- 3.34 You can cancel your subscription to a weekly or monthly Sports and Scores TV Action Pack or Legacy AFL Live Monthly Pass by:
- (i) using the 'My Subscriptions' function on the BigPond Mobile Services menu on your handset (this can be accessed by clicking on 'My Account' on the BigPond portal, then 'My Purchases'); or
 - (ii) calling us on 125111 or 1258880 for pre-paid customers (charges apply).
- 3.35 If your monthly subscription is cancelled for any reason and you later wish to subscribe to the same Sports and Scores TV Action Pack again, you will have to wait until the date on which your monthly subscription would have otherwise ended, then subscribe to the Action Pack again and pay us the monthly subscription charge.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

4 Telstra Business Portal - Additional Terms

Licence

- 4.1 We grant you a non-exclusive, non-transferable, revocable sub-licence to use the Blackberry Applications and applicable user documentation (“**Documentation**”) for your personal use only, subject to these terms and payment by you of the applicable charges.
- 4.2 Subject to applicable laws (including non-excludable rights under consumer protection laws), we cannot and do not
- (a) promise that the Blackberry Applications are free from viruses or other faults
 - (b) make any warranties relating in any way to the Blackberry Applications or Documentation, or your use of the Blackberry Applications or Documentation.

Your use

- 4.3 You may make no more than one copy of a Blackberry Application and applicable Documentation for back-up purposes, provided that such copies are otherwise subject to these terms.
- 4.4 You are responsible for installing the Blackberry Application on your Blackberry device.
- 4.5 In most cases, we provide helpdesk support for the Blackberry Application. However, in some instances, maintenance and support may be provided by the third party licensor. We may, from time to time, provide you with updates for the Blackberry Application.

Prohibited use

- 4.6 You must not:
- (a) sub-license, assign, transfer, pledge, lease, rent, or share your rights to the Blackberry Application or Documentation;
 - (b) modify, enhance, supplement, create derivative works from, reverse assemble, reverse compile, reverse engineer or otherwise translate or reduce to human readable form the Blackberry Application or Documentation;
 - (c) market, distribute, use the Blackberry Application or Documentation as a free or charged service to any third party, disclose or otherwise make available the

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Blackberry Application or Documentation in any form to any person and/or make any commercial use of the Blackberry Application or Documentation whatsoever; or

- (d) other than in accordance with these terms, copy the Blackberry Application or Documentation.

4.7 You must take all reasonable steps to prevent any of the events in clause 4.6 above occurring and must:

- (a) immediately notify us if you become aware of any of these events occurring or of any other infringement of our rights in relation to the Blackberry Application or Documentation; and
- (b) give us all necessary assistance in connection with any proceedings we may institute relating to such infringement.

Term and Termination

4.8 The term of your licence for a Blackberry Application and Documentation commences when you download the Blackberry Application from the Telstra Business Portal.

4.9 Unless we notify you otherwise, you may terminate your licence to a Blackberry Application and Documentation at any time by deleting the Blackberry Application from your Blackberry device. We will not refund you any charges that relate to the period after which you terminate your licence to a Blackberry Application and Documentation. However, you will still be able to access the Blackberry Application until the end of your currently monthly subscription (if applicable).

4.10 If you breach any of these terms in respect of a Blackberry Application or applicable Documentation, we may terminate your licence to that Blackberry Application and Documentation.

Intellectual Property

4.11 We, or our licensors, retain all intellectual property rights in the Blackberry Applications and Documentation, and nothing in these terms is intended to transfer any intellectual property rights in any Blackberry Applications or Documentation to you.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Charges

- 4.12 To download the Blackberry Applications we charge you:
- (a) any one-off or application content charge you agree to pay to download the application;
 - (b) a monthly subscription fee; and/or
 - (c) data usage charges for downloading, and in some cases, using the content (unless data usage charges do not apply to the specific application being downloaded in which case we will tell you before you purchase the content that data usage charges do not apply),

as advised to you on your handset before you buy the content.

5 Telstra Caller Tones service

What is the Telstra Caller Tones service?

- 5.1 The Telstra Caller Tones service allows you to personalise the tone that incoming callers hear when they call your handset.

Taking up the Telstra Caller Tones service

- 5.2 You can take up the Telstra Caller Tones service:
- (a) using the Telstra Media Mobile Portal on your handset;
 - (b) online at tones.telstra.com;
 - (c) by sending an SMS message 'ct.stop' to 176; or
 - (d) by calling us on 125 111.

Eligibility

- 5.3 You can take up the Telstra Caller Tones service if you are a Telstra Mobile postpaid or pre-paid customer and are connected to our Telstra Mobile Network.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Charges

5.4 Customers with a subscription before 4 September 2013

For customers who have subscribed to the Telstra Caller Tones service before 4 September 2013, we charge you the following monthly subscription charge for the Telstra Caller Tones service:

Service	Monthly subscription charge	
	GST excl.	GST incl.
Telstra Caller Tones	\$1.77	\$1.95

Customers who subscribe on or after 4 September 2013

For customers who subscribe to the Telstra Caller Tones service on or after 4 September 2013, we charge you the following monthly subscription charge for the Telstra Caller Tones service:

Service	Monthly subscription charge	
	GST excl.	GST incl.
Telstra Caller Tones (Basic Plan)	\$2.27	\$2.50
Telstra Caller Tones (Premium Plan)	\$4.54	\$5.00

The monthly subscription charge is what we charge you for the non-content component of the Telstra Caller Tones service.

5.5 Premium Plan subscription includes two Telstra Caller Tones (content) per month in the form of credits. Credits may be used to purchase any available Telstra Caller Tone. Credits do not carry over to the following month. If no credits remain for the month, additional Telstra Caller Tones may be purchased at the content charge rate.

5.6 We charge you the following content charge for Telstra Caller Tones:

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Service	Content charge (per item)	
	GST excl.	GST incl.
Telstra Caller Tones	\$3.18	\$3.50

The content charge is what we charge you for the content component of the Telstra Caller Tones service e.g. music.

- 5.7 We will provide Telstra Caller Tones service customers with one Telstra Caller Tone from a selected range and a default Telstra Caller Tone (for which you do not have to pay us the content charge). You have to pay us the content charge for all other Telstra Caller Tones that you buy.

Payment

- 5.8 If you are a post-paid mobile customer, we will add the charges for the Telstra Caller Tones service and Telstra Caller Tones to your bill. If you are a pre-paid mobile customer, we will deduct the charges for the Telstra Caller Tones service and Telstra Caller Tones from your account balance.

Spend limit

- 5.9 The amount you can spend on the Telstra Caller Tones service and Telstra Caller Tones is subject to:
- (a) the default spend limit of your Telstra post-paid or pre-paid mobile plan; or
 - (b) any increased spend limit that we have approved.

Telstra Caller Tones limit

- 5.10 You can only have thirteen Telstra Caller Tones for each mobile service at a time. These thirteen Telstra Caller Tones are in addition to the default Telstra Caller Tones which we provide you (for which you do not have to pay us the content charge) and the standard network tone.

Deleting Telstra Caller Tones

- 5.11 If you delete a Telstra Caller Tone, but later wish to take it up again, you will have to pay us the content charge if you want have that Telstra Caller Tone again.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

You can cancel Telstra Caller Tones

5.12 You can cancel your subscription to the Telstra Caller Tones service at any time by:

- (a) by sending an SMS message 'ct.stop' to 176;
- (b) using the Telstra Mobile Portal on your handset;
- (c) online at tones.telstra.com; or
- (d) by calling us on 125 111.

If you do not tell us to cancel your subscription to the Telstra Caller Tones service, we will continue to charge you the monthly subscription charge.

We can suspend and cancel Telstra Caller Tones

- 5.13 If you have not paid the monthly subscription fee within 14 days from when it is due, we can suspend your subscription to the Telstra Caller Tones service.
- 5.14 If you still have not paid the monthly subscription fee within 60 days from when it is due, we can cancel your subscription to the Telstra Caller Tones service.

Consequences of cancellation

- 5.15 If you or we cancel your subscription to the Telstra Caller Tones service, your profile information will be automatically deleted. This includes all your configurations, all of the Telstra Caller Tones that you have purchased, and all of the Telstra Caller Tones which we have provided you (for which you did not have to pay us the content charge).
- 5.16 If you or we cancel your subscription to the Telstra Caller Tones service, but later you wish to take it up again, you will need to take up the Telstra Caller Tones service again and pay us the charges for the Telstra Caller Tones service and BigPond Caller Tones that you buy.

We may send you a regular SMS

- 5.17 We may send you a free SMS at regular intervals to remind you of the default Caller Tone you have selected. This SMS will also contain a link where you can view the latest and hottest tones, purchase and set your caller tones, and find out about the latest features and promotions.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

6 MobileFun Music on your Mobile

Availability

6.1 You can access the MobileFun Music service:

- (a) using the Telstra Media Mobile Portal on your handset; or
- (b) on your handset browser at <http://telstra-auz.partners.digitalturbine.com/marketplace/>

6.2 If you have a capable 3G or Next G handset and compatible Telstra SIM, you may use the MobileFun Music on your Mobile service on Telstra Mobile Services, which allows you to purchase downloads of audio music tracks (“**Mobile Music Tracks**”) and stream previews of music video and audio music tracks (“**Mobile Music Previews**”) on your handset.

6.3 The Mobile Music Tracks, Mobile Music Videos and Mobile Music Previews available for download may differ depending on your capable 3G or Next G handset. Some handsets may not support the full range of Mobile Music Tracks, Mobile Music Videos and/ or Mobile Music Previews.

Usage rules

6.4 You are only entitled to purchase Mobile Music Tracks and play Mobile Music Previews if you are present in Australia.

6.5 If your first attempt to download a Mobile Music Track is not successful, you may attempt to download the Mobile Music Track again up to 10 times within 5 days from the date of your initial purchase. However, you will only be able to do this if you attempt the download using the same SIM that you used to make the initial purchase.

Charges

6.6 When you agree to purchase a Mobile Music Track, you will be charged a one-off content charge you agree to pay to access or download content.

6.7 If you are a post-paid mobile customer, Mobile Music Track purchases made using your mobile will be charged to your eligible Telstra bill. If you are a pre-paid mobile

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

customer, we will deduct the charges for the Mobile Music Track purchases made using your mobile from your account balance.

- 6.8 Telstra mobile service customers will not be charged any applicable mobile browsing or carriage charges to locate or access Mobile Music Tracks, Mobile Video Tracks or Mobile Music Previews. Mobile browsing and carriage charges will apply for non-Telstra mobile service customers, which will depend on your service provider.

SMS Subscription Services– Telstra mobile service customers only

- 6.9 If you have a compatible Telstra WAP enabled mobile handset, you may subscribe to one or more SMS Subscription Services, which will allow you to download a Mobile Music Track (“Fresh Track of the Week”) or a Mobile Music Video (“Fresh Video of the Week”) nominated by us each week to your mobile handset.
- 6.10 For each SMS Subscription Service subscribed to, each week subscribers will receive:
- (a) an SMS containing a WAP link to the MobileFun mobile site, which enables the downloading of the nominated Mobile Music Track (for subscribers to “Fresh Track of the Week”) or Mobile Music Video (for subscribers to “Fresh video of the week”) for that week to their mobile handset (“**notification SMS**”). The WAP link will remain active for 2 weeks from the date of the SMS; and
 - (b) a separate SMS detailing the amount billed to or deducted from the customer’s account (“**billing SMS**”).
- 6.11 For each notification SMS, you will be charged the standard item price for the nominated Mobile Music Track or Mobile Music Video unless:
- (a) you unsubscribe from that particular SMS Subscription Service via the MobileFun mobile site. A request to unsubscribe from a service takes approximately one business day to process;
 - (b) we cease providing the SMS Subscription Service subscribed to; or
 - (c) if you are a pre-paid mobile customer, your account balance is zero for three weeks in a row, in which case you will be unsubscribed from the SMS Subscription Service subscribed to.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Additional terms and conditions

- 6.12 Your use of the MobileFun Music on your Mobile service may be subject to additional terms and conditions set by the person licensing us to use the content. We will notify you when you access the service if this is the case.

Intellectual property

- 6.13 All intellectual property in the Mobile Music Tracks and Mobile Music Previews belongs to us or the person licensing us to use the content.
- 6.14 You may, for your own personal use:
- (a) play Mobile Music Previews on your mobile handset; and
 - (b) where you have downloaded a Mobile Music Track and/or a Mobile Music Video to your mobile handset, store and play that Mobile Music Track and/or Mobile Music Video on that handset;
- 6.15 You must not:
- (a) do anything with the Mobile Music Tracks that is not expressly authorised under this clause (including reproducing, distributing the Mobile Music Tracks or transferring the Mobile Music Tracks to anyone else); and
 - (b) attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this clause 9.17 or any additional terms that may apply under clause 6.12.

7 PocketNews

What is PocketNews?

- 7.1 PocketNews is an SMS content service which allows you to receive messages containing news and information on your mobile handset.
- 7.2 To receive PocketNews SMS you must have a Telstra SMS compatible handset.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Conditions of access

- 7.3 Any views expressed in PocketNews are not necessarily ours.
- 7.4 We may change PocketNews topics at any time in our absolute discretion.
- 7.5 The information in PocketNews is owned by third parties, who may have the right to take legal action to protect their rights in the information.
- 7.6 You must not supply or make available, or permit anyone else to supply or make available, information from PocketNews to any other person.
- 7.7 To the extent allowed by law, we do not guarantee continuous or fault-free service or the accuracy of the information provided in PocketNews.
- 7.8 If you access PocketNews via the Telstra Mobile Network you may not always be able to view the full story on the Sky News WAP site by clicking on the URL embedded in the PocketNews SMS. If you access the Sky News WAP site, to view the full story via the URL then you will be charged data charges to browse the site.
- 7.9 We collect, use and disclose personal information as set out in our “Protecting Your Privacy” Statement. The current version of our Privacy Statement is available at http://www.telstra.com.au/privacy/privacy_statement.html.

PocketNews Alerts

- 7.10 You may subscribe to PocketNews Alerts to receive PocketNews SMS at either pre-determined regular intervals or at specified times if you subscribe via the Telstra PocketNews WAP site or website. Once subscribed, you will continue to receive messages until your subscription is cancelled by you.
- 7.11 You can subscribe to PocketNews Alerts:
- (a) via the Telstra PocketNews website;
 - (b) via the Alerts WAP site on your compatible Telstra mobile phone; or
 - (c) by sending an SMS to 176 followed by the PocketNews Alert activation code for the PocketNews Alert you wish to subscribe to. The list of activation codes for PocketNews Alerts is available on the Telstra PocketNews website.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

PocketNews On Demand/PocketNews SIM

- 7.12 You may request PocketNews On Demand content which will be delivered by SMS via your compatible mobile phone by:
- (a) accessing the PocketNews menu on your handset; or
 - (b) sending an SMS to 176 followed by the request code for the PocketNews content you wish to receive. A full list of request codes is available on the Telstra website; or
 - (c) via the Alerts WAP site on your compatible Telstra mobile phone.

Charges

- 7.13 We charge you the following for each PocketNews SMS sent to your mobile phone. These charges will not form part of included calls or included SMS' nominated in your pricing plan. We will take reasonable steps to deliver PocketNews SMS to your phone. However, in some circumstances the message may be undeliverable because your phone is not working properly, is switched off, is out of range or if the message storage space on the phone is full. In such cases Telstra will be unable to deliver the message. However, you must still pay for each PocketNews SMS sent to your phone, even if that SMS is not delivered or received. If a technical difficulty prevents PocketNews sending the message to you, you will not be charged for the missed message.

PocketNews		GST incl.
PocketNews SMS message:		
Data carriage charge		25¢
Content charge		5¢

- 7.14 You will also be charged 30¢ for each SMS that you send to subscribe and unsubscribe to PocketNews Alerts.
- 7.15 Customers who access the Sky News WAP site via a URL contained in an SMS, will be charged data charges to browse the site.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Cancelling PocketNews

- 7.16 We may cancel or suspend PocketNews at any time in our sole discretion.
- 7.17 We may cancel or suspend your PocketNews service at any time if you breach any of these terms.
- 7.18 You may cancel your subscription to PocketNews Alerts:
- (a) via the PocketNews Alerts page on Telstra’s website;
 - (b) via your compatible mobile phone by going to the Alerts link on the Telstra My Media Mobile Portal, or via URL wap.pocketnews.com.au; or
 - (c) by dialling 125 111 for post paid customers or 1258 880 for prepaid customers (call charges apply).
- 7.19 If we or you cancel your PocketNews service, you must pay all charges incurred up to the date your PocketNews service is cancelled.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

8

9 Whereis and Local Weather (“Location Based Services”)

What are Location Based Services?

- 9.1 The Whereis service and Local Weather service (“**Location Based Services**”) is accessible via our USSD service. The services provide information on your SMS compatible mobile handset based on your approximate location at the time of your request.

Availability

- 9.2 The Location Based Services are available to pre and post-paid Telstra Mobile Network with a compatible handset.
- 9.3 You must have relevant Telstra Mobile Network coverage.

Privacy

- 9.4 The Location Based Services provides information based on your approximate location at the time you make your search. Your location information is strictly controlled in accordance with our Privacy Statement. The Privacy Statement is available at <http://telstra.com/res/docs/collectionstatement.asp>.

Whereis

- 9.5 Whereis allows you to request nearby “points of interest”.
- 9.6 Requesting a category displays a summarised list of up to nine points of interest results.
- 9.7 A charge, as set out below, is payable on request. This charge includes viewing all point of interest summary information and full details of each point of interest in the list such as name, address, suburb and phone number.

(Note: in some cases, selection of a category delivers a further list of sub-categories. In such cases, the charge applies to selections you make from that list of sub-categories).

- 9.8 You are also able to request an SMS of a single point of interest’s full details to be sent to your mobile handset for no additional charge.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Whereis charges

- 9.9 We charge you the following for the Whereis service on a trial basis. These charges will be valid until 7 September 2004 unless we extend them. These charges will not be included in any included calls or SMS part of your pricing plan.

Whereis	GST excl	GST incl
Charge for selecting one category, that includes viewing all point of interest summary information and full point of interest details.	45.45¢	50¢

- 9.10 We do not charge you when:
- (a) you are simply browsing and not selecting a point of interest;
 - (b) there are no point of interest results displayed; or
 - (c) there is an error SMS message.

Local Weather

- 9.11 Local Weather allows you request a weather forecast. The service provides information on your SMS compatible mobile handset based on your approximate location at the time of your request.
- 9.12 A charge, as set out below, is payable on request. This charge includes viewing the requested information.
- 9.13 You are also able to request PocketNews Alerts for Local Weather to be sent to your mobile handset for a charge as part of our PocketNews service in Part H – Information and Games of the Telstra Mobile section of Our Customer Terms.

Local Weather charges

- 9.14 We charge you the following for the Local Weather service on a trial basis. These charges will be valid until 7 September 2004 unless we extend them. These charges will not be included in any included calls or SMS part of your pricing plan.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Local Weather	GST excl	GST incl
Charge for selecting weather for one location.	27.27¢	30¢

9.15 We do not charge you when:

- (a) you are simply browsing and not selecting a weather forecast; or
- (b) there is an error SMS message.

10 MobileFun Telstra Tones and Pics

What is MobileFun Tone and Pics?

10.1 MobileFun is a service that you can use to personalise your mobile phone by downloading content including logos, colour wallpaper, animated wallpaper, monophonic and polyphonic ringtones, truetones, real tones, video ringtones, video greetings and SMS picture messages to your compatible mobile phone handset.

Availability

10.2 You can use MobileFun if you are a post-paid or post-paid mobile customer on the Telstra Mobile Network . Non-Telstra mobile service customers cannot use MobileFun to send content to another person's mobile phone service.

10.3 You must also have a compatible handset. Not all handsets will be able to receive the content you have requested through this service.

10.4 To request content through this service you can:

- (a) visit the MobileFun online site at <http://mobilefun.telstra.com/> choose your content and then send an SMS request containing the relevant content ID code to 176 for Telstra mobile service customers or 194 111 for non-Telstra mobile service customers; or

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- (b) access the MobileFun mobile site at <http://telstra-auz.partners.digitalturbine.com/marketplace/> on your WAP enabled mobile phone; or
 - (c) dial #100# using our USSD service from your mobile phone to access the content Or
 - (d) enter your mobile phone number on the purchase page to be sent a link to the requested content
- 10.5 You can only send MobileFun content to the mobile phone you use to send an SMS request or the mobile phone you use to access the MobileFun service.
- 10.6 If you request monophonic ringtones, logos or SMS picture messages these will be sent to your phone via SMS.
- 10.7 If you request colour wallpaper, animated wallpaper, polyphonic ringtones, true tones and real tones these will be made available to you for download via Telstra Mobile Services.

SMS and Telstra Media Mobile Services Charges

- 10.8 When you request content by sending an SMS request we charge you your standard rate for SMS.
- 10.9 Telstra mobile service customers will not be charged any applicable mobile browsing or carriage charges to locate or access MobileFun downloads on your handset, provided that your handset has a 3G or Next G compatible Telstra SIM. Mobile browsing and carriage charges will apply for non-Telstra mobile service customers, which will depend on your service provider.

Content Charges

- 10.10 When you agree to purchase MobileFun content, Telstra mobile service customers will be charged (unless otherwise advised to you on your handset before you purchase the MobileFun content) the following for MobileFun content:

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Content Type	Price per item	
	GST excl.	GST incl.
Send-A-Card	\$1.36	\$1.50
	\$1.82	\$2.00
Wallpapers SMS/Alert tones	\$2.68	\$2.95
Video	\$3.18	\$3.50
Wallpapers (Premium), Polytones Animated Wallpapers Screensavers	\$3.59	\$3.95
Truetones Videotones	\$4.50	\$4.95
Themes	\$4.55	\$5.00

10.11 We will take reasonable steps to deliver content to your compatible handset using the MobileFun service. However in some circumstances, these items may be undeliverable due to technological difficulties or because your handset:

- (a) is not working properly;
- (b) is switched off; or
- (c) is not in a mobile service area; or
- (d) is not a compatible handset.

You will have 5 days to reattempt to download the content after requesting it. In this instance we do not charge you for the content again. To download the content again, go to the My Downloads link within MobileFun. You must pay for each request to purchase

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

MobileFun content sent from your handset, even if that request is not delivered or received or the material is not successfully delivered.

Use

- 10.12 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to your use of the MobileFun service. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

Prohibited use

- 10.13 You cannot use the MobileFun service for the purposes of:
- (a) advertising products or services; or
 - (b) resale of MobileFun or other commercial use.

SMS Subscription Services – Telstra mobile service customers only

- 10.14 If you have a compatible Telstra WAP enabled mobile handset, you may subscribe to one or more SMS Subscription Services, which will allow you to download a Mobile Ringtone (“Tone of the Week”) or a Mobile Wallpaper (“Wallpaper of the Week”) nominated by us each week to your mobile handset.
- 10.15 For each SMS Subscription Service subscribed to, each week subscribers will receive:
- (a) an SMS containing a WAP link to the BigPond tones and pics mobile site, which enables the downloading of the nominated Mobile Ringtone (for subscribers to “Tone of the Week”) or Mobile Wallpaper (for subscribers to “Wallpaper of the Week”) for that week to their mobile handset (“**notification SMS**”). The WAP link will remain active for 2 weeks from the date of the SMS; and
 - (b) a separate SMS detailing the amount billed to or deducted from the customer’s account (“**billing SMS**”).
- 10.16 For each notification SMS, you will be charged the standard item price for the nominated Mobile Ringtone or Mobile Wallpaper unless:
- (a) you unsubscribe from that particular SMS Subscription Service via the MobileFun Tones & Pics mobile site on your handset. A request to unsubscribe from a service takes approximately one business day to process;

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- (b) we cease providing the SMS Subscription Service subscribed to; or
- (c) if you are a pre-paid mobile customer, your account balance is zero for three weeks in a row, in which case you will be unsubscribed from the SMS Subscription Service subscribed to.

SMS Alerts– Telstra mobile service customers only

- 10.17 You may agree to receive SMS alerts about news, promotions, marketing and special offers for MobileFun and related products and services (“**SMS Alerts**”) from time to time by opting in to receive SMS Alerts via the MobileFun service on your compatible handset. You may choose to unsubscribe from these SMS Alerts at any time by contacting us on the number provided in each SMS Alert. We will not charge you for SMS Alerts.

11 MobileFun Apps on your mobile

Availability

- 11.1 You can access the MobileFun Apps service:
- (a) using the Telstra Media Mobile Portal on your handset; or
 - (b) on your handset browser at <http://telstra-auz.partners.digitalturbine.com/marketplace/>
- 11.2 If you have a Telstra Mobile Services capable and compatible 3G or Next G handset and SIM on a post paid or pre-paid mobile service, you can purchase and download applications from MobileFun Apps to your handset.
- 11.3 If you purchase or use a Java application from MobileFun Apps, your purchase or use is also subject to the ‘Java applications’ section of [Part G – Data Services of the Telstra Mobile Section of Our Customer Terms](#). To the extent that there is any inconsistency

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

between the ‘Java applications’ section in Part G and this section, the terms of this section will prevail.

Charges

- 11.4 You will not incur any data usage charges for browsing MobileFun Apps from your compatible handset, or for downloading MobileFun Apps applications to your compatible handset, provided that your handset has a 3G or Next G compatible Telstra SIM. Data usage charges will apply for non-Telstra mobile service customers, which will depend on your service provider.
- 11.5 When you agree to purchase MobileFun Apps, you will be charged the amount advised to you on your handset before you confirm your purchase.

- 11.6 We charge you when you request the content. After the charge is incurred, a link will be provided which allows you to download the purchased application to your handset. You have 5 days to download the application once you have requested the content.
- 11.7 Some applications will require you to download and/or upload additional data to/from your handset after they have been downloaded. Unless otherwise specified, standard Telstra Mobile Services data usage charges will not apply to this use for Telstra mobile service customers, but will apply for non-Telstra mobile service customers. The application will inform you when it attempts to access the network to use data.

Payment Methods

- 11.8 For customers with a post paid mobile service, the charge for requesting content will be added to your mobile bill.



Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 11.9 For prepaid customers, the charge for requesting content will be deducted from your prepaid account balance.
- 11.10 If we introduce procedures by which you can purchase vouchers for use with MobileFun Apps, you may use a voucher to request content in accordance with these procedures.

Undeliverable items

- 11.11 We will take reasonable steps to deliver applications purchased from MobileFun Apps to your compatible handset. However, in some circumstances, these items may be undeliverable due to technological difficulties or because your handset:
- (a) is not working properly;
 - (b) is switched off; or
 - (c) is not in a mobile service area or is not compatible with the MobileFun Apps service.

You will have 5 days to reattempt to download the application after requesting it. In this instance we do not charge you for the content again. To download the application again, go to the My Downloads menu item within MobileFun Apps.

- 11.12 You must pay for each request to purchase MobileFun Apps applications sent from your handset, even if that request is not delivered or received or the material is not successfully delivered.

Usage Terms

- 11.13 Applications purchased from MobileFun Apps may only be used on the handset to which they are originally downloaded. You cannot send MobileFun Apps applications to another handset. If you upgrade to another handset, you cannot transfer your MobileFun Apps applications to the new handset.
- 11.14 If you delete a MobileFun Apps application you will not be refunded any part of the content or data charges associated with downloading that application.
- 11.15 After purchasing an application, you may receive marketing materials relating to that application, or other Telstra Media content from Telstra, from time to time.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 11.16 MobileFun Apps applications are not developed by Telstra. Any intellectual property rights associated with a MobileFun Apps application remain with the developer of that application.

12 MobileFun Games on your mobile

Availability

- 12.1 You can access the MobileFun Games service:
- (a) using the Telstra Media Mobile Portal on your handset; or
 - (b) on your handset browser at <http://telstra-auz.partners.digitalturbine.com/marketplace/>
- 12.1 If you have a Telstra Mobile Services capable and compatible 3G or Next G handset and SIM on a post paid or pre-paid mobile service, you can purchase and download games from MobileFun Games to your handset.
- 12.2 If you purchase or use a Java application from MobileFun Games, your purchase or use is also subject to the 'Java applications' section of [Part G – Data Services of the Telstra Mobile Section of Our Customer Terms](#). To the extent that there is any inconsistency between the 'Java applications' section in Part G and this section, the terms of this section will prevail.

Charges

- 12.3 You will not incur any data usage charges for browsing MobileFun Games from your compatible handset, or for downloading MobileFun games to your handset, provided that your handset has a 3G or Next G compatible Telstra SIM. Data usage charges will apply for non-Telstra mobile service customers, which will depend on your service provider.
- 12.4 When you request a MobileFun game, we may charge you:
- (a) A once-off content fee to download the game; or
 - (b) A fee to play the game.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

We may also charge you a fee to download additional game levels for a game you have already requested.

- 12.5 We charge you when you request the content. After the charge is incurred, a link will be provided which allows you to download the purchased game to your handset. You have 5 days to download the game once you have requested the content.
- 12.6 Some games will require you to download and/or upload additional data to/from your handset after they have been downloaded. Unless otherwise specified, standard Telstra Mobile Services data usage charges will not apply to this use for Telstra mobile service customers, but will apply for non-Telstra mobile service customers. The game will inform you when it attempts to access the network to use data.

Subscription Charges

- 12.7 You may subscribe to a MobileFun Games subscription package which will enable you to access and download games within a relevant catalogue to your mobile handset for a recurring fee. Once subscribed, you will continue to access and download games within the relevant catalogue until your subscription is cancelled by you.

Cancelling your Subscription

- 12.8 You can cancel your MobileFun Games subscription package by:
- (a) using the 'My Account' link on the respective subscription service. A link to each subscription service is available on the MobileFun Games site; or
 - (b) calling us on 125111 or 1258880 for pre-paid customers (charges apply).
- 12.9 If you do not tell us to cancel your subscription, we will continue to charge you the recurring subscription charge

Payment Methods

- 12.10 For customers with a post paid mobile service, the charge for requesting content and subscription packages will be added to your mobile bill.
- 12.11 For prepaid customers, the charge for requesting content and subscription packages will be deducted from your prepaid account balance.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

12.12 If we introduce procedures by which you can purchase vouchers for use with MobileFun Games, you may use a voucher to request content in accordance with those procedures.

Undeliverable items

12.13 We will take reasonable steps to deliver games purchased from MobileFun Games to your compatible handset. However, in some circumstances, these items may be undeliverable due to technological difficulties or because your handset:

- (a) is not working properly;
- (b) is switched off; or
- (c) is not in a mobile service area or is not compatible with the MobileFun Games service.

You will have 5 days to reattempt to download the game after requesting it. In this instance we do not charge you for the content again. To download the game again, go to My Downloads menu item within MobileFun Games. If you do not download the game within 5 days then you will be charged for the content again if you request it again.

Usage Terms

12.14 Games purchased from MobileFun Games may only be used on the handset to which they are originally downloaded. You cannot send MobileFun games to another handset. If you upgrade to another handset, you cannot transfer your game to the new handset.

12.15 If you delete a MobileFun game you will not be refunded any part of the content or data charges associated with downloading that game.

12.16 After purchasing a game, you may receive marketing materials relating to that game, or other MobileFun content from Telstra, from time to time.

12.17 MobileFun Games are not developed by MobileFun. Any intellectual property rights associated with a MobileFun game remain with the developer of that game.

Changes to BigPond Games

12.18 We may, from time to time, change the content on MobileFun Games without telling you beforehand. We may, from time to time, add new MobileFun Games subscription packages and withdraw or change existing MobileFun games subscription packages.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Where we have withdrawn an existing MobileFun Games subscription package, we may transfer you to an alternative MobileFun Games subscription package. If we do, we will notify you.

13 BigPond Astrology Portal

Subscribing to the BigPond Astrology Portal

Availability

- 13.1 You can access the BigPond Astrology Portal service:
- (a) using the Telstra Media Mobile Portal on your handset; or
 - (b) on your handset browser at <http://activefun.telstra.com/astrology/>
- 13.2 If you are a Telstra customer, you can subscribe to the BigPond Astrology Portal via the Telstra Media Mobile Portal menu on your handset.
- 13.3 The following subscription options are available for the BigPond Astrology Portal:

Subscription option	Charge
Month pass	\$2.95 per month
Day pass	\$0.50 per 24 hours

- 13.4 When you subscribe to the BigPond Astrology Portal, you receive access to all areas of the site on your handset, including horoscopes for each star sign for the upcoming day as available on weekdays, and horoscopes for each star sign for the upcoming week and month (the **BigPond Astrology Portal Content**).

Data Charges for the BigPond Astrology Portal

- 13.5 Telstra Next G™ and 3G customers will not be charged data usage charges for viewing the BigPond Astrology Portal Content when they subscribe to the BigPond Astrology Portal. Mobile browsing and carriage charges will apply for Telstra 2G customers to view the BigPond Astrology Portal Content.



Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Payment Methods

- 13.6 For customers with a post paid mobile service, charges for the BigPond Astrology Portal will be added to your mobile bill.
- 13.7 For prepaid customers, charges for the BigPond Astrology Portal will be deducted from your prepaid account balance.

Subscription Terms for the BigPond Astrology Portal

- 13.8 If you have a month pass, at the end of your monthly subscription to the BigPond Astrology Portal, we will automatically renew your subscription for the next month and we will continue to charge you the applicable fee until the earlier of:
- (a) when you cancel your subscription; or
 - (b) when we notify you that the month pass for the BigPond Astrology Portal will no longer be available. If this happens, we will only charge you on a pro rata basis up to the last day that we make the relevant content available.

Cancelling your Subscription

- 13.9 You can cancel your subscription to the BigPond Astrology Portal by:
- (a) using the unsubscribe link on the BigPond Astrology site; or
 - (b) calling us on 132200 or 1258880 for pre-paid customers (charges apply).
- 13.10 If you have a monthly pass and cancel your subscription part way through a month, you will be charged the full monthly pass charge for that month, but will still have access to the BigPond Astrology Portal Content until the end of that month.
- 13.11 If your subscription is cancelled for any reason and you later wish to subscribe to the BigPond Astrology Portal again, you will have to wait until the date on which your monthly subscription would have otherwise ended, then subscribe to the BigPond Astrology Portal Content again and pay us the monthly subscription charge.

How you can use the BigPond Astrology Portal Content

- 13.12 All intellectual property rights in the BigPond Astrology Portal Content belong to us or the third party licensing us to use the content.

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- 13.13 You may only view the BigPond Astrology Portal Content in Australia for your own private purposes.
- 13.14 You must not do anything with any of the BigPond Astrology Portal Content which is not expressly authorised under this section (including copying, retransmitting, relaying, selling or broadcasting any part of the BigPond Astrology Portal Content to anyone else) and/or attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this paragraph.

14 AirG Chat

Availability

- 14.1 You can access the AirG Chat services:
- (a) using the Telstra Media Mobile Portal on your handset; or
 - (b) on your handset browser using the following URLs:

AirG Chat service	URL
VIP Chat	http://airg.com/telstra
Divas Chat	http://airg.com/telstra-divas
Gamers Chat	http://airg.com/telstra-gamerchat
Sports Chat	http://airg.com/telstrasports
Music Chat	http://airg.com/telstra-music
Movies Chat	http://airg.com/telstra-movies
Lifestyle Chat	http://airG.com/telstra-lifestyle

Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

Subscribing to AirG Chat

- 14.2 If you are a Telstra customer, you can subscribe to AirG Chat via the Telstra Media Mobile Portal on your handset.
- 14.3 The following subscription options are available:

Subscription option	Charge
Day pass	\$0.95 per service

- 14.4 A separate charge applies to each AirG chat service to which that you have subscribed.
- 14.5 When you subscribe to AirG Chat, you receive access to all areas of that particular chat service on your handset.

Data Charges for AirG Chat

- 14.6 Telstra Next G™ and 3G customers will not be charged data usage charges for viewing the AirG Chat Content when they subscribe to AirG Chat. Mobile browsing and carriage charges will apply for Telstra 2G customers to view the AirG Chat Content.

Payment Methods

- 14.7 For customers with a post paid mobile service, charges for AirG Chat will be added to your mobile bill.
- 14.8 For prepaid customers, charges for AirG Chat will be deducted from your prepaid account balance.

Subscription Terms for AirG Chat

- 14.9 If you have a day pass, at the end of your daily subscription to AirG Chat, we will automatically renew your subscription for the next day and we will continue to charge you the applicable fee until the earlier of:
 - (a) when you cancel your subscription; or



Part H – Telstra Media Mobile Services (previously known as BigPond, Telstra Active or WAP)

- (b) when we notify you that the day pass for AirG Chat will no longer be available. If this happens, we will only charge you on a pro rata basis up to the last day that we make the relevant content available.

Cancelling your Subscription

14.10 You can cancel your subscription to AirG Chat by:

- (a) going to 'My Account' and using the unsubscribe link on the respective AirG Chat service site; or
- (b) calling us on 132200 or 1258880 for pre-paid customers (charges apply).

14.11 If you have a day pass and cancel your subscription part way through the day, you will be charged the full day pass charge for that day, but will still have access to AirG Chat Content until the end of that day.

14.12 If your subscription is cancelled for any reason and you later wish to subscribe to AirG Chat again, you will have to wait until the date on which your daily subscription would have otherwise ended, then subscribe to AirG Chat Content again and pay us the daily subscription charge.

How you can use AirG Chat Content

14.13 All intellectual property rights in the AirG Chat Content belong to us or the third party licensing us to use the content.

14.14 You may only view the AirG Chat Content in Australia for your own private purposes.

14.15 You must not do anything with any of the AirG Chat Content which is not expressly authorised under this section (including copying, retransmitting, relaying, selling or broadcasting any part of the AirG Chat Content to anyone else) and/or attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in this paragraph.