# **Telstra Mobile Section**

# Part B - Pricing Plans - Mobile data services

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#### **Telstra Mobile Section**

### Part B – Pricing Plans – Mobile data services

Certain words are used with the specific meanings set in <u>Part A – General of the Telstra Mobile</u> 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 Home & Family 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 <u>General Terms of Our Customer Terms</u> for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of <u>Part A – General of the Telstra Mobile section</u> for more detail on how the various parts of the Telstra Mobile section should be read together.

#### 2 JB Hi-Fi and The Good Guys Mobile Broadband Plans

12 month plans Available for new connections on and from 10 November 2020

24 month plans available for new connections on and from 17 August 2021

On and from 14 April 2023, JB Hi-Fi and The Good Guys Mobile Broadband Plans are only available by invitation only, at our sole discretion.

#### **Eligibility**

- 2.1 To be eligible for a Mobile Broadband Plan you must:
  - a. be a new customer or an existing customer with a 13 digit account number
  - b. be a new or recontracting Telstra customer; and
  - c. purchase your Plan from a JB Hi-Fi or The Good Guys store
- 2.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN

#### **Availability**

- 2.3 Mobile Broadband Plans are available until withdrawn by us. To connect your existing Telstra mobile service to a Mobile Broadband Plan, you must cancel your current plan and pay us any applicable early termination charge.
- 2.4 Mobile Broadband Plans are available as a 12 month or 24 month **JB Hi-Fi and The Good Guys Plan.** You can bring your own compatible handset or purchase a compatible handset from JB Hi-Fi or The Good Guys (together, 'Telstra Mobile Plans').

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#### **JB Hi-Fi Device Options**

- 2.5 JB Hi-Fi and The Good Guys Mobile Broadband Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 2.6 JB Hi-Fi and The Good Guys Mobile Broadband Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 2.7 If you have taken up a JB Hi-Fi and The Good Guys Mobile Broadband Plan, you need to bring your own ("**BYO**") compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz, 4G 1800MHz, 4G 700MHz and 5G 3500MHz banding. Check your device manual or manufacturer's website.

# 2.8 JB Hi-Fi and The Good Guys Mobile Broadband Plans (exclusive to JB Hi-Fi and The Good Guys)

JB Hi-Fi and The Good Guys Mobile Broadband Plans	\$49	\$69 Not available for new sign ups from of 14 April 2023	\$49 – Not available for new sign ups from of 14 April 2023	\$69				
Contract Term	12 r	nonths	24 mo	nths				
<b>Monthly Data Allowance</b>	60GB	150GB	60GB	150GB				
	No excess data charges in Australia							
		ce to use in Australia. No extra to 1.5Mbps once include	<u> </u>	· ·				
	Data can't be shared							
	See Data Speed Shapin	g for more information.						
Network Access	3G, 4G/4GX, 5G							
Calls + SMS + MMS + MessageBank® To standard Australian numbers	Your plan doesn't include a call, SMS and MMS allowance. If you make calls or send SMS using a call/SMS capable device, PAYG rates apply. National calls – \$1 per 60 second block. Standard national SMS – 25¢ per message sent per recipient in Australia. Standard national MMS – 50¢ per message sent per recipient in Australia							
Calls + SMS + MMS To international numbers	Your plan is not able to make calls to international numbers. Your plan doesn't include an allowance for SMS and MMS to international numbers. If you send SMS/MMS to an international number using a capable device, PAYG rates apply							
	SMS to international numbers – 50¢ per message sent per recipient							
	MMS to international numbers - 75¢ per message sent per recipient							
	For more info on c	alls, SMS and MMS rates,	see telstra.com.au/mobile	-other-call types				
Roaming Calls + SMS + MMS For use while overseas	International Day Pass or opt out. Standard international roaming rates apply if you don't have International Day Pass or travel in a country not covered by International Day Pass							
Roaming Data Allowance For use while overseas	International Day Pass or opt out. Standard international roaming rates apply if you don't have International Day Pass or travel in a country not covered by International Day Pass							

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Voucher	\$150	\$250	N/A	\$500						
For new eligible customers										
What's not included										
	Calls to premium numbers									
	Some satellite numbers									
Content charges (including third party charges)										
	Visit telstra.com/cus	Visit telstra.com/customer-terms for information on rates.								

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 telstra.com/coverage.</u>

#### What you must pay each month

- 2.9 Each month you must pay us:
  - a. the minimum monthly charge for your JB Hi-Fi and The Good Guys Mobile Broadband Plan;
  - b. for all usage in excess of your included allowances;
  - c. for all usage not eligible to draw from your included allowances;
  - d. any other value added services; and
  - e. any amounts for usage outside Australia.

#### International Roaming

- 2.10 International roaming is automatically activated on new JB Hi-Fi and The Good Guys Mobile Broadband Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <a href="Part I Heading Overseas">Part I Heading Overseas</a> (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 2.11 All Mobile Broadband Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. You can disable International Roaming in the JB Hi-Fi Mobile App or the relevant app which services The Good Guys Mobile Plans. If you disable International Day Pass without disabling International Roaming, you may be subject to standard international roaming SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part). For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

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#### **Monthly Mobile Data Allowance**

- 2.12 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your JB Hi-Fi and The Good Guys Mobile Broadband Plan.
- 2.13 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network
- 2.14 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 2.15 Any unused Monthly Mobile Data Allowance will expire at the end of each billing month.
- 2.16 When calculating mobile data volumes:
  - a. if 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) and 1024 MB = 1 gigabyte (GB).

#### Voice calls and SMS

2.17 Your plan cannot be used to make or receive calls. To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet/mobile broadband devices have this functionality

#### Voucher

2.18 For new Telstra customers signing up to a mobile broadband plan, you may be eligible to receive a voucher to put towards the purchase of goods from JB Hi-FI or The Good Guys stores. It is not transferable or redeemable for cash (including any unused part). If you cancel, recontract or move to an ineligible plan (or a change is made as per clause 2.22), then you will need to pay a Voucher Reimbursement Cancellation Fee (see clause 2.25). This is in addition to any Early Termination Charges set out below and accessory payments (if applicable).

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#### **FairPlay Policy**

- 2.19 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Telstra Mobile Broadband Plan.
- 2.20 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

#### Changing your plan or your minimum monthly spend

2.21 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if JB Hi-Fi and The Good Guys Mobile Broadband Plans are still available for recontracting.

Scenarios		Service Contract	Voucher	Service	Voucher
		12 Months		Contract 24 Months	
Disconnect		ETCs and Vouc	her Reimbursement	Cancellation Fees	s (VRCF) apply
Changing plans within the same JB Hi-Fi and The Good Guys Plan	Right Plan/Recontract Upgrade scenario (eg from \$49-\$69)	Service ETCs won't apply. Contract term will continue	VRCF won't apply. Voucher term will continue.	Service ETCs won't apply. Contract term will continue	VRCF won't apply.
Family  (ie Mobile to Mobile, or MBB to MBB)	Right Plan/Recontract Downgrade scenario (eg \$69-\$49)	Contract term will start again. ETCs won't apply.	VRCF won't apply if recontracting to another JB Hi-FiJB Hi-Fi or The Good Guys 12 month plan. Voucher term will continue.  VRCF may apply if moving from 12-month to 24-month plan	Contract term will start again. ETCs won't apply	VRCF won't apply if recontracting to another JB Hi-FiJB Hi-Fi or The Good Guys 24 month plan. Voucher term will continue.  VRCF may apply if moving from 24-month to 12-
Change plan from JB Hi-Fi and The Good Guys Mobile Plan to MBB Plan or vice versa	Different contract term  (12-month contract to 24-month contract or vice versa)	Contract term will start again. ETCs won't apply.	VRCF applies	Contract term will start again. ETCs won't apply.	month plan VRCF applies

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	Same contract term  (12-month contract to 12-month contract, or 24-month contract to 24-month contract)	Contract term will start again. ETCs won't apply.	VRCF won't apply if recontracting to another JB Hi-FiJB Hi-Fi or The Good Guys 12 month plan. Voucher term will continue	Contract term will start again. ETCs won't apply.	VRCF won't apply if recontracting to another JB Hi-FiJB Hi-Fi or The Good Guys 24 month plan. Voucher term will continue
Recontract	JB Hi-Fi Plan to Telstra/Upfront Plan	ETCs and Voucher Reimbursement Cancellation Fee applies			

#### Early termination charges for your plan

- 2.22 If, at any time before the end of the 12-month or 24 month term (as applicable) of your JB Hi-Fi and The Good Guys Mobile Broadband Plan ("**Minimum Term**"):
  - a. you cancel your JB Hi-Fi and The Good Guys Mobile Broadband Plan (other than as a result of our material breach);
  - b. we cancel your JB Hi-Fi and The Good Guys Mobile Broadband Plan in accordance with the <u>General Terms for Consumer Customers</u>; or
  - c. you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation

2.23 The amount of any ETC payable is calculated in accordance with the following formula:

50% of your monthly fee x months (or part months) remaining in your plan term

2.24 The ETC decreases over the Minimum Term. The maximum ETC for each Telstra Mobile Plan is set out in the tables below. Please contact us for the amount of ETC payable.

JB Hi-Fi and The Good Guys Mobile	
Broadband Plan	
\$49 Plan (12 months)	\$294
\$69 Plan (12 months)	\$414

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\$49 Plan (24 months)	\$588
\$69 Plan (24 months)	\$828

#### **Voucher Reimbursement Cancellation Fee**

- 2.25 If you received a voucher and then cancel, recontract, move to an ineligible plan or change your minimum monthly spend of your JB Hi-Fi and The Good Guys Mobile Broadband Plan during the minimum term as per clause 2.22, you will also be charged a Voucher Reimbursement Cancellation Fee. This will be in addition to the Early Termination Charge above, as well as any accessory payments that may apply.
- 2.26 A Voucher Reimbursement Cancellation Fee is a pro-rata amount, equal to the total amount of the base voucher divided by 12 or 24 (as applicable) and multiplied by the months (or part months) remaining in your plan term. For example, if you are on a plan with a 12 month term, then in:
  - a. Month 1: You will need to repay 100% of the voucher you received
  - b. Month 6: You will need to repay 1/2 of the voucher you received
  - c. Month 12: You will need to repay 1/12 of the voucher you received

If you are on a plan with a 24 month term, then in:

- d. Month 1: You will need to repay 100% of the voucher you received
- e. Month 12: You will need to repay 1/2 of the voucher you received
- f. Month 24: You will need to repay 1/24 of the voucher you received
- 2.27 This Voucher Reimbursement Cancellation Fee decreases over the Minimum Term. The maximum Voucher Reimbursement Cancellation Fee for each Telstra Mobile Plan is set out in the table below. Please contact us for the amount of Voucher Reimbursement Cancellation Fee payable.

JB Hi-Fi and The Good Guys Mobile	
Broadband Plan Maximum Voucher	
Reimbursement Cancellation Fee	
\$49 Plan (12 months)	\$150
\$69 Plan (12 months)	\$250

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\$49 Plan (24 months)	N/A
\$69 Plan (24 months)	\$500

2.28 As this voucher is provided in partnership with JB Hi-Fi and The Good Guys, the ETC for the voucher will appear on your Telstra bill

#### At the end of your minimum term

- 2.29 At the end of your minimum term your service will remain on your chosen JB Hi-Fi and The Good Guys Mobile Broadband Plan. You cannot move to another Telstra Mobile Broadband Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 2.30 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will provide you with reasonable advance notice that your service is about to be migrated. After your service has been migrated, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice or if the migration to the new service has more than a minor detrimental impact on you, you may terminate your service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

#### **Electronic Billing and Payment**

- 2.31 Your Telstra Mobile Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 2.32 Exemptions from these fees are available for:
  - a. Telstra Pensioner Discount customers;
  - b. Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - c. Australian Government Health Care Card Holder customers; and
  - d. customers who do not have an email address or internet access.
- 2.33 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via

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MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.

2.34 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a Centrelink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \*\*Registered to BPAY Pty Ltd ABN 69 079 137 518

#### 3 Mobile Data Plans

For new connections on and from 4 May 2021. Bundle Plans available for new connections on and from 2 August 2022.

#### **Availability**

- 3.1 To be eligible for a Mobile Data Plan, you need a 13-digit account number.
- 3.2 All Mobile Data Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your new Mobile Data Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses 3.19 to 3.23 below).
- 3.3 To connect your existing mobile data service to a new Mobile Data Plan, you must request to be moved and connected to a new Mobile Data Plan. This will lead to the cancellation of your existing mobile data plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Mobile Data Plan.
- 3.4 Extra Data, Data Packs and International Call Packs offered before 25 June 2019 are not compatible with Mobile Data Plans and cannot be added or brought across to your Mobile Data Plan.
- 3.5 To be eligible for Bundle Plans, you must have an Essential or Premium Mobile Plan. You are eligible to add on up to 5 Bundle Plans.

#### **Device Options**

- 3.6 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a Device Payment Contract ("**DPC**").
- 3.7 Mobile Data Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 3.8 Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.

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- 3.9 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500MHz banding, so that you can enjoy the full benefits of your service. Check your device manual or manufacturer's website for more information.
- 3.10 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you purchase an eligible device on a DPC. If you purchase an eligible device: Mobi
  - a. you will receive the DPD amount as a credit towards your device repayments each month for the term of your DPC;
  - b. we will tell you the DPD amount when you take up your eligible DPC; and
  - c. the monthly device repayments (if any) on your bill are after the DPD amount has been applied.
- 3.11 If you cancel your Mobile Data Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

#### **Accessory Repayment Option**

3.12 You can choose to buy compatible accessories with your Mobile Data Plan through an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories in full. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### Plan options

3.13 You can choose from the Mobile Data Plans set out in the table below.

#### Mobile Data Plans

Mobile Data Plans	Extra Small Not available for new sign ups from of 4 November 2022	Small	Medium	Large	Data Bundle Plan	Mobile Bundle Plan
Monthly Charge	\$15	\$25	\$58	\$90	\$10 Min Cost \$78	\$50 Min cost \$122
Data (Non-	5GB	30GB	75GB	400GB	10GB	15GB

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shared) for use in Australia						
Network Access	3G,4G and 4GX  3G, 4G, 4GX and 5G  5G access rolling out from January 2023 to services that took up  Small plan before 4 November 022					
Plan Speeds			Uncapped 4G & 5G S	Speeds for usa	ge within th	e allowance
Term			Month-	to-month		
SMS / MMS to Standard Australian numbers	25¢ for SMS	/50¢ for I	MMS per message sent	t per recipient		Unlimited
Data Speed Shaping after data allowance is exceeded	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. Heavy data users (users in the top 1% of all data users) may experience slower speeds than other users during busy periods. FairPlay policy applies. For use in Australia).					nt may take longer martphone only. e slower speeds than
Data Sharing	No					
Telstra New Tablet Feeling® Redemption (only with DPC)	tion  Our Customer Terms.  New Tablet Feeling is not available to customers that take up a device payment contract					
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations  Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass  For charges and a list of Eligible Roaming Destinations visit telstra.com/overseas or see Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms					
International SMS/MMS from Australia	Standard PAYG rates apply— see <u>Part E — SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS</u>					
All for use in Australia (except international roaming).						

All for use in Australia (except international roaming).

Compatible device required for SMS.

Uncapped 4G & 5G Speeds: Included data comes with access to uncapped download speeds on our 4G and 5G network.

5G: Telstra currently offers 5G in select areas and is progressively rolling it out to other areas. In <u>non-5G</u> coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at <u>telstra.com/coverage</u>.

- 3.14 Your Mobile Data Plan doesn't include a SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 3.15 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

What you must pay each month

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- 3.16 Each month you must pay us:
  - a. the minimum monthly charge for your Mobile Data Plan;
  - b. for all usage other than included allowances;
  - c. if you have a DPC, for any device repayments (taking into account any DPD amount, if eligible); and
  - d. any accessory repayments under any ARO;
  - e. any other value added services; and
  - f. any amounts for usage outside Australia.

#### **Annual Price Review**

- From 2023, our data plans include an annual price review and may increase in line with CPI in July each year. CPI measures household inflation and is released by the Australia Bureau of Statistics.
- 3.18 We'll use the CPI for full year to March quarter and any increase will be rounded to nearest dollar and occur from your July billing cycle. We'll let you know before any changes take effect.

#### Changing or cancelling your plan

3.19 You can change to a different available Mobile Data Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you join Telstra on the Small Mobile Data Plan on 25 June 2019, and then increase your plan to the Medium Mobile Data Plan on 5 July 2019, you'll immediately be moved on to the Medium Mobile Data Plan on 5 July 2019 and enjoy benefits such as an increase from 10 to 50GB of data. At the end of that month (24 August 2019), you'll be billed at a pro rata rate for 10 days of the Small Mobile Data Plan and 20 days of the Medium Mobile Data Plan amount, and after that your next monthly bill will be for the Medium Mobile Data Plan amount if you don't change again

- 3.20 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - a. a pro-rated amount for your last billing period based on when you cancel your plan; and
  - b. if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

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3.21 If you cancel or change your Essential or Premium Mobile plan you will no longer be eligible for Bundle Plans and existing Mobile Bundle Plans or Data Bundle Plans will be moved to the nearest in-market plans. We'll be in touch to let you know about these changes.

#### Our changes to your plan

3.22 From time to time we may make changes to your plan or add-ons (including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can change your plan once a month or leave. If you leave, just pay out your device, accessories or services in full. If we change your plan or move you to a new plan:

#### For customers who take up Mobile Data Plan on and from 1 July 2020

Those changes may be:

- a. neutral or beneficial to you; or
- b. detrimental to you.

Neutral or beneficial changes

If we make a change to your plan or add-ons which we reasonably believe will be neutral or beneficial to you, we can make the change immediately without telling you.

#### Detrimental changes

If we make a change to your plan or add-ons which we reasonably believe will be detrimental to you then:

- a. we will notify you at least 30 days in advance of the changes taking effect.
- b. If you don't like the change, you may change to another plan or add on, or cancel your plan or add on.
  - (i) If you've purchased a device/s that can be used with another provider, you will need to pay out your device in full (and any device discounts you've received will apply to that payment); or
  - (ii) If you've purchased a device/s that can't be used with another service provider, we'll refund those costs as follows:
    - (A) Upfront equipment cost x (24 number of months spent continuously on the plan or add on) / 24 months.

For customers who took up Mobile Data Plans between 25 June 2019 - 30 June 2020

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- a. We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.
- b. If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the <u>General Terms</u> does not apply to Mobile Data Plans under this clause 2.

3.23 We can tell you about changes to your Mobile Data Plan by any method we consider reasonable in the circumstances, including bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra app or our other mobile apps, online account management tools (such as My Account), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

#### International Roaming

- 3.24 International roaming is automatically activated on new Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. You can disable International Roaming in the My Telstra app (charges may apply outside of Australia), or by calling us between 8am-7pm AEST Monday to Friday on 125 109 from within Australia or +61 439 125 109 outside of Australia free of charge from your Telstra service. See Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 3.25 All Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. You can disable International Day Pass in the My Telstra app (charges may apply outside of Australia), or by calling us between 8am-7pm AEST Monday to Friday on 125 109 from within Australia or +61 439 125 109 outside of Australia free of charge from your Telstra service. If you disable International Day Pass without disabling International Roaming, you may be subject to standard international roaming SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part). For more information refer to Part I—Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 3.26 Standard international roaming SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - a. use your device outside of Eligible Roaming Destinations; or

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b. choose to opt out of your International Day Pass.

#### **Monthly Mobile Data Allowance**

- 3.27 Each Mobile Data Plan has a non-shareable monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance to help you make the most of your data allowance. You can also check how much data you've used via the My Telstra app or My Account.
- 3.28 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Data Plans.
- 3.29 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network
- 3.30 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 3.31 If you have exceeded your monthly data allowance, you can increase your plan once a month to increase your monthly data allowance. See clause 3.19 on how to change your plan.
- 3.32 When calculating mobile data volumes:
  - a. if 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) and 1024 MB = 1 gigabyte (GB).

#### Voice calls and SMS

- 3.33 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 3.34 To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet/mobile broadband devices have this functionality.

#### **FairPlay Policy**

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3.35 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our Customer Terms</u>) applies to your Mobile Data Plan.

#### **Electronic Billing and Payment**

- 3.36 Your Mobile Data Plan requires electronic payment. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 3.37 Exemptions from these fees are available for:
  - a. Telstra Pensioner Discount customers;
  - b. Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - c. Australian Government Health Care Card Holder customers; and
  - d. customers who do not have an email address or internet access.