

# OUR CUSTOMER TERMS TELSTRA MOBILE SECTION



## PART A – GENERAL

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Certain words are used with the specific meanings set out under section 15 and in the General Terms of Our Customer Terms at [http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm).

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### 1 ABOUT THE TELSTRA MOBILE SECTION

#### Our Customer Terms

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

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Mobile section, then the Telstra Mobile section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Mobile section gives us the right to suspend or cancel your service, that right is in addition to our rights to suspend or cancel your service under the General Terms of Our Customer Terms.

#### Parts of the Telstra Mobile section

- 1.5 The Telstra Mobile section is divided into separate documents:
- (a) Part A – General
  - (b) Part B – Pricing Plans
  - (c) Part C – Special Promotions
  - (d) Part D – Other Call Types
  - (e) Part E – SMS and Messaging
  - (f) Part F – Managing Calls
  - (g) Part G – Data Services
  - (h) Part H – BigPond Mobile Services
  - (i) Part I – Heading Overseas (International Roaming)
  - (j) Part J – Enhanced Business Services.

### 2 THE TELSTRA MOBILE SERVICE

#### What is the Telstra Mobile Service?

- 2.1 On and from 1 December 2016, our mobile service in Australia (excluding Christmas Island) gives you:
- (a) access to the Telstra Mobile Network (excluding GSM/2G services);

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- (b) the ability to make and receive phone calls;
  - (c) a mobile phone number; and
  - (d) a choice of directory listing options.
- 2.2 Our mobile service on Christmas Island only gives you access to our GSM/2G service.
- 2.3 Telstra mobile MessageBank is a feature of your mobile service. International roaming may also be given to you as part of your service. You will be charged for call forwarding to MessageBank, retrieval of messages and if you make or receive calls overseas, as set out in Part F - Managing Calls and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. If you do not want MessageBank or international roaming, please ask us.
- 2.4 Our Telstra Mobile Network is made up of 3G, 4G and 4GX. References to our 3G service means a reference to services provided over the 850 MHz spectrum. References to our 4G service means a reference to services provided over the 1800 MHz spectrum. References to our 4GX service means a reference to services provided over the 700 MHz spectrum. On and from 1 December 2016 we closed our GSM/2G coverage (excluding Christmas Island). To the extent that there are any inconsistencies anywhere in Our Customer Terms with this clause (express or implied) this clause shall prevail.
- 2.5 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to the supply of Telstra Mobile services if you get our written consent first.
- 2.6 Until Telstra enables voice calls over its 4G service in your area, Telstra's 4G service only supports data traffic, not voice calls. Usually, though, you will still be able to make voice calls because most of our 4G service coverage areas also have underlying coverage from our 3G service that support voice calls. However, if you are in an area that only has 4G service coverage, and if that 4G service area has not yet been enabled to make voice calls, you will not be able to make voice calls. This includes calls to emergency services (unless another carrier has voice coverage in that area).

## 3 CONNECTION AND SERVICE ACTIVATION

### Timing

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

### Service activation charges

- 3.4 We charge you the following for service activation.

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

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

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

### Reconnecting your service after suspension for non-payment of account

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

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

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

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

### Temporarily suspending your service

3.9 Subject to clause 3.10, we will temporarily suspend your service (up to a maximum period of

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28 consecutive days):

- (a) if you ask us to. (If the minimum term of your service has expired, you can only ask us to do this once in any 12 month period); or
- (b) you tell us that your phone is lost or stolen.

3.10 After the temporary suspension period passes, you must reconnect your service to the pricing plan that your service was on before the temporary suspension period.

3.11 If you are a more4you customer, you cannot temporarily suspend a service under your more4you Account Plan.

3.12 If you are a more4you customer and you tell us that your phone is lost or stolen, we can restrict your service on your more4you Account Plan from making or receiving calls for up to 28 days without charging you any Number Retention Charge. However, you must continue to pay your more4you minimum monthly spend for the period of the restriction.

### Retaining your number on temporary suspension

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

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

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

### Lost or Stolen Handset

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

## 4 FAULTS

4.1 We will provide a 24-hour fault reporting service for telling us about mobile service faults.

4.2 We will repair faults that occur on our mobile networks and restore full service during standard business hours (8.00am to 5.00pm, Monday to Friday, except public holidays).

4.3 We will also maintain your SIM card against fair wear and tear, but not loss, theft or damage.

4.4 We will aim to restore our mobile services within the following timeframes of being told about a fault:

- (a) in urban areas, within two working days;
- (b) in rural areas, within three working days; and



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- (c) in isolated areas, within four working days.

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

4.5 We will aim to provide after hours maintenance in the following cases:

- (a) major network outages (giving priority to outages);
- (b) natural disasters; and
- (c) other special cases which we consider deserve after hours maintenance.

### Poor indoor reception

4.6 If you have problems with indoor mobile reception at your home address you may choose to cancel your mobile service and phone repayment contract with us and we will not charge for any early termination fees, provided that:

- (a) you let us know within the first 30 days from that date that your service was activated;
- (b) you're activating a new service – not recontracting on an existing one;
- (c) this is the first time that you've cancelled your mobile contract with us at that address;
- (d) you return the phone unlocked and in good working order within 15 days of cancelling your contract; and
- (e) we confirm that it's not due to an outage or other fault on our network.

4.7 Although you may exit with no early termination fees in the clause above, you may have to pay some fees if:

- (a) you've already used the phone in ways that incur fees above and beyond your plan, for example excess data charges, dialling premium numbers, and international roaming outside of your allowance;
- (b) you don't return the phone unlocked and in good working order, in which case we may charge you for the replacement value of the phone; and
- (c) you've already paid for peripheral accessories for the phone, which we don't refund. We will refund matching device specific accessories related to the handset and purchased at the same time (eg screen protector and case). An invoice will be required and accessories must be in good working order. Used ear pieces will not be accepted.

### Poor speeds on Home Wireless Broadband services

4.8 If you have problems at your home address with poor speeds with your Home Wireless Broadband service (HWBB service) you may choose to cancel your HWBB service and device repayment contract with us and we will not charge for any early termination fees, provided that:

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- (a) you let us know within the first 30 days from that date that your HWBB service was activated;
- (b) you're activating a new HWBB service – not recontracting on an existing one;
- (c) you return the device (for example, a Netgear Nighthawk M1 or Advanced III) in good working order within 15 days of cancelling your contract; and
- (d) we confirm that it's not due to an outage or other fault on our network.

4.9 Although you may exit with no early termination fees in the clause above, you may have to pay some fees if:

- (a) you've already incurred fees above and beyond your plan, for example excess data charges; and
- (b) you've already paid for peripheral accessories for the device, which we don't refund. We will refund matching device specific accessories related to the device and purchased at the same time. An invoice will be required and accessories must be in good working order.

## 5 HANDSET WARRANTIES

5.1 Our handsets come with statutory guarantees and other rights that cannot be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and in some circumstances refunds. You can ask us to suspend your service while your handset is being repaired or replaced, where you have not received a loan handset from us.

5.2 If your handset is returned to us for and we reasonably determine that it complies with statutory guarantees and non-excludable rights under consumer protection laws, then any remedy (such as repair or replacement) will be at your cost and you will need to pay the monthly spend for your service.

## 6 MOBILE PHONE NUMBERS

### Changing mobile phone numbers

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

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

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



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### Reserving a number

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

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

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

### Premium Numbers

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

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

### Choosing a number

- 6.6 You can ask us to search our database of available mobile phone numbers to choose a particular mobile phone number. You will not pay a search fee.
- 6.7 Once you have chosen a particular mobile phone number, you must immediately activate it on a Telstra mobile service or else we will return the number to our database of available numbers.

### Premium Numbers

- 6.8 Where you have chosen a premium number we also charge you an upfront charge as set out in the table in s.6.9.
- 6.9 If a phone number falls within more than one of the categories set out in the table, then we charge you the higher charge.

PREMIUM NUMBER CHARGES						
	GOLD		SILVER		BRONZE	
	GST EXCL.	GST INCL.	GST EXCL.	GST INCL.	GST EXCL.	GST INCL.

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UPFRONT CHARGE	\$363.64	\$400.00	\$181.82	\$200.00	\$90.91	\$100.00
Same number	Six of same eg 999 999		Five of same eg 999 991 or 266 666			
Numbers in sequence	Six in sequence eg 234 567 or 965 432		Five in sequence eg 3 23456 or 23456 3 or 3 65432		Four in sequence eg 34 2345 or 2345 34 or 34 5432	
Triplet sets	Two identical triplets eg 350 350  Double Triplets eg 333 555 or 111 222		Identical pairs in same position within triplets eg 004 008 or 211 311 or 100 200  One triplet identical, one triplet in sequence eg 111 123 or 123 888  Mirror image eg 350 053		One triplet identical numbers eg 000 218 or 347 333 or 222 711	
Number pairs	Three identical pairs eg 12 12 12		Three pairs not identical eg 11 88 55  Three pairs in sequence eg 12 13 14 or 03 02 01		Two out of three identical pairs eg 11 11 78 or 67 12 12	

### Contacting you

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

## 7 SIM CARDS AND REPLACING SIM CARDS

### SIM cards

- 7.1 To enable a Telstra mobile service you need to insert a SIM card in the mobile device. The original SIM card that we give you is included in the service activation charge for your service.
- 7.2 The use of SIM cards and SIM Chips in relation to the Telstra Wireless M2M service is governed by Part G (Data Services) of the Mobile Section of the Our Customer Terms, not this Part A (General).



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### What is a compatible SIM card?

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

### Replacing SIM cards

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

## 8 HANDSET BLOCKING

### Asking us to block or unblock a handset

- 8.1 You can ask us to:
- (a) block the use of your handset if it is lost or stolen; or
  - (b) unblock the use of your handset.
- 8.2 We block the use of your handset by invalidating the International Mobile Equipment Identity (IMEI) number of the handset in the Equipment Identity Register of our Telstra Mobile Network. This means that you will not be able to use the mobile device on our network except for making calls to emergency services and certain customer service numbers.
- 8.3 You must compensate Telstra for losses reasonably incurred by acting on your request.
- 8.4 You can ask us to unblock the use of a handset:
- (a) if you believe that we may have blocked the use of a handset by mistake or
  - (b) where you recover a lost or stolen handset.

### When we can block or unblock a handset

- 8.5 We can block the use of a handset if:
- (a) we reasonably consider that a handset has been lost or stolen; or
  - (b) we have received a list of blocked IMEI numbers from another mobile service provider, in accordance with the intercarrier IMEI blocking initiative introduced by the Australian Mobile Telecommunications Association; or
  - (c) we reasonably consider that a handset provides a threat to the integrity of our telecommunications network or part of our telecommunications network.
- 8.6 We may decide:
- (a) not to block the use of a handset; or



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(b) to stop blocking the use of a handset,

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

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

### When other mobile service providers can block handsets

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

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

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

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

## 9 TELSTRA FAIRPLAY POLICY – BUSINESS USE

### What is the FairPlay Policy?

9.1 It is important to us that our customers can access our services. Because of this, you must follow our FairPlay Policy when you use any of our special offers giving you calls or data usage for free or at rates lower than the standard rates for such calls or data usage as set out in Our Customer Terms. These are sometimes known as FairPlay offers.

*The special offers include Bonus Options, Business Options, Bonus Data Dollars and other business special offers and discounts.*

9.2 Our FairPlay Policy is intended to ensure that our customers do not use our services or FairPlay offers in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our FairPlay Policy.

9.3 If you are acquiring our services predominantly for the purpose of personal, domestic or household use, the FairPlay Policy – Personal Use set out below on page 15 and following applies to you. Otherwise, this FairPlay Policy – Business Use applies to you.

9.4 If our FairPlay offers cover non-voice calls, then you must follow the FairPlay Policy when you use both voice calls and non-voice calls.

9.5 We can rely on our FairPlay Policy where we reasonably consider that you have used our FairPlay offers in a way that is excessive or unreasonable (as set out on page14) or in the situations set out below under "Commercial use".

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### Commercial use

- 9.6 The services and FairPlay offers we make available under this section of Our Customer Terms are intended for retail customers to use for their own personal and business usage. We make available wholesale services under other sections of Our Customer Terms. Such wholesale services are made available pursuant to terms and conditions (including prices) which are intended to provide both us and our customers a fair commercial return. Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- 9.7 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale.
- 9.8 You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
- 9.9 You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks.
- 9.10 We can rely on our FairPlay Policy if we reasonably think that you have breached any of the three previous clauses.

### Excessive use

- 9.11 Unless a FairPlay offer has been promoted as providing unlimited calls or usage, you must not use any of our FairPlay offers in a way that is excessive.
- 9.12 We consider that using more than 2500 minutes each month on any mobile service is excessive use of our FairPlay offers.
- 9.13 In the case of FairPlay offers about SMS text messages, we consider that excessive use is more than 100 SMS text messages from a mobile phone each day
- 9.14 In the case of FairPlay offers about MMS, we consider that excessive use is MMS sent to more than 50 people each day where each MMS is sent to a mobile phone or email address.
- 9.15 In the case of Telstra Mobile Broadband - Next G PC Packs and Telstra Mobile IPWAN, we consider that excessive use is 12000 MB per month. When calculating data volumes for this purpose:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

### Unreasonable use

- 9.16 You must not use any of our FairPlay offers in a way that is unreasonable. We consider it unreasonable where you use a FairPlay offer fraudulently or in a manner that causes significant network congestion. Fraudulent use of a FairPlay offer covers resupplying our



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mobile service without our consent, so that someone else can take advantage of a FairPlay offer.

### What we can do

- 9.17 If we reasonably believe that you are in breach of this FairPlay Policy, we can:
- (a) cancel or limit your right to use a FairPlay offer without telling you before we do so; and
  - (b) suspend or cancel your mobile services which have been used in connection with the FairPlay offers by telling you in writing 30 days before we do so.
- 9.18 If we believe on reasonable grounds that you are in breach of this FairPlay Policy, you must pay us the standard applicable retail rate (without any FairPlay offer applied) calculated from the date we notify you that we intend to charge you the standard applicable retail rate. You must do so for all of the mobile services which have been used in connection with the FairPlay offers.
- 9.19 If you have already paid us for such mobile services, you must pay us the difference between the standard applicable retail rate (without any FairPlay offer applied) and the amount you have paid to us, from the date we notify you that we intend to charge you the standard applicable retail rate.

## 10 TELSTRA FAIRPLAY POLICY – PERSONAL USE

### What is the FairPlay Policy?

- 10.1 It is important to us that our customers can access our services. Because of this, you must follow our FairPlay Policy when you use any of our special offers giving you calls or data usage for free or at rates lower than the standard rates for such calls or data usage as set out in Our Customer Terms. These are sometimes known as FairPlay offers.

*The special offers include Bonus Options, Bonus Data Dollars and other consumer special offers and discounts.*

- 10.2 Our FairPlay Policy is intended to ensure that our customers do not use our services or FairPlay offers in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our FairPlay Policy.
- 10.3 If you are acquiring our services predominantly for the purpose of personal, domestic or household use, this FairPlay Policy – Personal Use applies to you. Otherwise, the FairPlay Policy – Business Use set out above and following applies to you.
- 10.4 If our FairPlay offers cover non-voice calls, then you must follow the FairPlay Policy when you use both voice calls and non-voice calls.
- 10.5 We can rely on our FairPlay Policy where you have used our FairPlay offers in a way that is excessive or unreasonable (as set out below) or in the situations set out below under “Commercial use”.



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### Commercial use

- 10.6 The services and FairPlay offers we make available under this section of Our Customer Terms are intended for retail customers to use for their own personal and business usage. We make available wholesale services under other sections of Our Customer Terms. Such wholesale services are made available pursuant to terms and conditions (including prices) which are intended to provide both us and our customers a fair commercial return. Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- 10.7 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale. If you breach this clause the FairPlay Policy – Business Use set out above and following applies to you.
- 10.8 You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider. If you breach this clause the FairPlay Policy – Business Use set out above and following applies to you.
- 10.9 You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks. We can rely on our FairPlay Policy – Personal Use if we reasonably think that you have breached this clause.

### Excessive use

- 10.10 Unless a FairPlay offer has been promoted as providing unlimited calls or usage, you must not use any of our FairPlay offers in a way that is excessive.
- 10.11 Unless the terms relating to a specific FairPlay offer state otherwise, we consider that using more than 2500 minutes each month on any mobile service for two consecutive months is excessive use of our FairPlay offers.
- 10.12 In the case of FairPlay offers about SMS text messages, we consider that excessive use is:
- (a) in the case of the C8FREETXT Bonus Option, more than 200 messages from a mobile phone in a C8FREETXT period; and
  - (b) in all other cases, more than 100 SMS text messages from a mobile phone each day.
- 10.13 In the case of FairPlay offers about MMS, we consider that excessive use is MMS sent to more than 50 people each day where each MMS is sent to a mobile phone or email address.
- 10.14 In the case of Telstra Mobile Broadband Next G PC Packs, we consider that excessive use is 12000 MB per month. When calculating data volumes for this purpose:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).



## PART A – GENERAL

### Unreasonable use

10.15 You must not use any of our FairPlay offers in a way that is unreasonable. We consider it unreasonable where you use a FairPlay offer fraudulently or in a manner that causes significant network congestion. Fraudulent use of a FairPlay offer covers resupplying our mobile service without our consent, so that someone else can take advantage of a FairPlay offer.

### What we can do

10.16 If you are in breach of our FairPlay Policy, we will tell you by writing to you, telephoning you or sending you a text message. If you do not follow our FairPlay Policy (or fix the breach) within 30 days of us telling you, we can cancel or limit your right to use a FairPlay offer or we can suspend or cancel your mobile services.

10.17 Additional Terms If you have taken up:

- (a) an Endless Data plan;
- (b) another plan that has been promoted as providing unlimited data; or
- (c) a mobile or tablet plan on or after 24 July 2018,

the following additional FairPlay Policy terms also apply to you

10.18 You may use your service for your own personal use only and may not use your service in a manner that we reasonably consider is 'unacceptable' or 'unreasonable' given the nature of the plan. This includes using your service:

- (a) other than in a way that is reasonably considered to be ordinary personal use;
- (b) in a manner that causes significant network congestion or in a manner which impedes our ability to provide quality services to other users of our network;
- (c) for the purposes of arbitrage;
- (d) with any form of encryption that is intended to avoid or limit the detection of any form of data usage (such as video, music and connecting your smartphone to another device e.g. via tethering);
- (e) in connection with any application or software that are intended to avoid or limit the operation of applicable speed caps;
- (f) for bulk SMS or other bulk messaging;
- (g) to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- (h) as part of unusual or excessive use of back to base services.

10.19 In addition to the rights we have under clause 10.16, if we reasonably consider that you are using your service fraudulently or in breach of clause 10.18, your service may be slowed, suspended, terminated or restricted without notice to you. We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.



# OUR CUSTOMER TERMS TELSTRA MOBILE SECTION



## PART A – GENERAL

10.20 To the extent of any inconsistency between these Additional Terms and other FairPlay terms, these Additional Terms will apply.

### 11 MOBILE NUMBER PORTABILITY

#### What is Mobile Number Portability?

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

#### Moving to Telstra

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

#### Moving to another mobile service provider

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

### 12 PERFORMANCE SPECIFICATIONS

#### General conditions

- 12.1 The following specifications and values apply to a sample of voice frequency connections within our mobile service during a typical busy hour.
- 12.2 The specifications are based on International Telecommunications Standards and the ACA. The specifications are from the fixed network interface (to and including a mobile) in compliance with Standard TS005 and suitably installed.

#### Service availability

- 12.3 Our networks are designed to the following specifications:

Down time	A maximum down-time of 4 minutes per service per week (National Average) during peak period – 7am to 7pm.
Coverage	95% of Australian population 90% of the target area for 90% of time.
Call drop-out	The probability of a call failure due to call drop-

# OUR CUSTOMER TERMS TELSTRA MOBILE SECTION



## PART A – GENERAL

out will be less than 3%.

### 13 DISTANCE-BASED CHARGING AND TIME ZONES

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

### 14 BILL REPRINTS

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

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

### 15 SPECIAL MEANINGS

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

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

# OUR CUSTOMER TERMS TELSTRA MOBILE SECTION



## PART A – GENERAL

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

**FairPlay Policy** refers to either the terms for the FairPlay Policy – Business Use or FairPlay Policy – Personal set out above.

**National direct dial calls** refers to voice calls that:

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

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