

### Part B – Other Mobile Plans

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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](#).

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## 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.

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.

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## 2 Eligibility for various Amway plans

2.1 The offers listed in this part of Our Customer Terms are only available to Amway Independent Business Owners (“**you**”) who are located and operating within Australia and from whom Telstra accepts an application for an Amway MyWay Mobile Plan or Amway Mobile Broadband Data Plan.

2.2 In addition to our rights under the General Terms, you may not be eligible to apply for the offers listed below or we may disconnect you from an offer if you:

- a. charge any other person for any of the services or benefits provided to you under the offer;
- b. enter into any agreement or understanding under which someone agrees to pay you (in cash or kind) for services or benefits provided to you under an offer; or
- c. act as agent for any person in entering into an offer.

2.3 The Amway MyWay Mobile Plan offers are Simple Saver Plan, Value Plan and Value Plus Plan.

2.4 The Amway Mobile Broadband Data Plan offers are Amway Mobile Broadband Standard Data Plan and Amway Mobile Broadband Mobile Member Data Plans.

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## 3 Simple Saver Plan

### Handsets options

3.1 To take up the Simple Saver Plan you must either:

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- a. bring your own compatible Next G® handset; or
- b. purchase an eligible Next G® handset on a 24 month Mobile Repayment Option (“MRO”). The MRO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

#### **Minimum term**

- 3.2 Simple Saver Plans have a minimum term of 24 months.

#### **Pricing and features**

- 3.3 You must pay us your chosen monthly network access charge each month for the minimum contract term of your Simple Saver Plan.
- 3.4 Prior to taking up your Simple Saver Plan, you will be advised of the following terms that relate to your service:
- a. minimum monthly access fee;
  - b. value of included calls on your Simple Saver Plan;
  - c. national call rate;
  - d. call connection fee for any national calls;
  - e. national intra-account call rate between eligible services on your account;
  - f. national SMS rate; and
  - g. MessageBank diversions and retrievals charges
- 3.5 The charges for all usage not listed in clause 3.4 will apply in accordance with Our Customer Terms.
- 3.6 You must also pay us for any call charges beyond your included calls and for other services you use and any additional service features you purchase.

#### **Included calls**

You can use your included calls for most national and international direct dial voice and video calls (which includes calls to fixed and mobile numbers originating in Australia), standard national mobile originating text, picture and video messages to Australian and international mobile numbers, diverted calls, directory assistance calls, mobile WAP/internet calls, and any other calls determined as eligible by us (“**eligible calls**”).

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3.7 Call types that are not eligible calls include operator assisted calls, premium number calls, , premium SMS, calls and text, calls made and received while overseas, Push to Talk calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. You must pay for any calls that are not eligible calls.

3.8 Any unused included calls expire each month.

#### **MessageBank**

3.9 MessageBank Standard charges are set out in Part F – Managing Calls of the Telstra Mobile section of Our Customer Terms as discounted by the amount (if any) advised to you before you take up your Simple Saver Plan

#### **International calls and roaming**

3.10 The call rates and terms that apply to international calls and international roaming services are set out in Part D – Other Call Types and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms, as discounted by the amount (if any) advised to you before you take up your Simple Saver Plan.

#### **Changing your monthly spend**

3.11 We may allow you to change your chosen monthly network access charge or move to another plan during your minimum contract term. The terms applying to these changes are set out in the table below:

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<b>Change</b>	<b>Terms</b>
<b>If you move to a Simple Saver Plan with a lower monthly network access charge</b>	<b>You will need to cancel your Simple Saver Plan and restart your minimum contract term. You will also need to pay an early termination charge and a \$20 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</b>
<b>If you move to a Simple Saver Plan with a higher monthly network access charge</b>	<b>You do not need to restart your minimum contract term. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</b>  <b>You may move back to your original monthly network access charge (or a higher monthly network access charge) at any time without restarting your minimum contract term, however you will need to pay a \$20 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</b>
<b>If you move to another plan with a fixed contract term and a lower monthly spend/access fee</b>	<b>You will need to cancel your Simple Saver Plan and restart your minimum contract term. You will also need to pay an early termination charge and a \$20 administration fee.</b>  <b>You will also need to cancel all other Simple Saver Plans on your account and pay any applicable early termination charges.</b>
<b>If you move to another plan with a fixed contract term and the same or a higher monthly spend/access fee</b>	<b>You will need to cancel your Simple Saver Plan and restart your minimum contract term. You will also need to pay an early termination charge and a \$20 administration fee.</b>  <b>You will also need to cancel all other Simple Saver Plans on your account and pay any applicable early termination charges.</b>
<b>If you move to another plan with a casual contract term</b>	<b>You will need to cancel your Simple Saver Plan and restart your minimum contract term. You will also need to pay an early termination charge and a \$20 administration fee.</b>  <b>You will also need to cancel all other Simple Saver Plans on your account and pay any applicable early termination charges.</b>

**Joint and individual liability for related accounts**

3.12 If any other person holds an account under your Simple Saver Plan:

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- a. your obligations under the Simple Saver Plan also bind that person jointly and individually; and
- b. any notice given to you will be treated as notice to that person.

**Not available with other offers**

3.13 Simple Saver Plans are not available with any other Telstra offer unless we tell you otherwise.

**Early termination charges**

3.14 You must pay an early termination charge (ETC) if, at any time during your minimum term:

- a. you cancel your mobile service (other than as a result of our material breach); or
- b. we cancel your mobile service because you are in material breach; or
- c. you are required to pay an ETC under clause 3.11 above.

3.15 An ETC is an amount equal to the actual 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 cancellation, which will not exceed an amount calculated as follows:

$$\text{ETC} = \frac{\text{Base ETC} \times \text{number of months (or part of a month) remaining in the applicable minimum contract term}}{\text{Total number of months in the applicable minimum contract term}}$$

3.16 The Base ETC is the maximum payable and decreases over the minimum term. We will advise you of the relevant Base ETC before you take up your Simple Saver Plan. Please contact us for the amount of ETC payable.

**At the end of your minimum term**

3.17 At the end of your contract term you will remain on your Simple Saver Plan. If the Simple Saver Plan is no longer available, 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

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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).

### **Welcome Credit**

- 3.18 As part of any new Simple Saver Plan, you may be eligible to receive a welcome credit if you port your number to Telstra from another telecommunications service provider's network.
- 3.19 You will be advised of the amount of the welcome credit when you are taking up your Simple Saver Plan.
- 3.20 Welcome Credit is not transferable or redeemable for cash.
- 3.21 If during your minimum term:
- a. your Simple Saver Plan is terminated (other than as a result of our material breach); or
  - b. you change your Simple Saver Plan to a different plan;
- then you may need to repay the welcome credit to us on pro-rata basis.

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## 4 Value Plan

### Handset options

- 4.1 The Value Plans are available:
- a. with selected subsidised handsets (“**Approved Handset**”) on a 24 month plan; or
  - b. with a bring your own compatible handset on a 24 month plan (“**BYO Value Plan**”).
- 4.2 If you acquire a Value Plan with a subsidised handset, and you choose a handset that is not an Approved Handset, we may charge you an additional amount for your handset (“**Handset Charge**”). You may select to pay us the Handset Charge upfront or in monthly instalments for 24 months, in addition to your minimum monthly access fee. If your Value Plan is cancelled, terminated or your recontract with us before the end of your minimum term, you must pay us any remaining Handset Charges, in addition to any other amounts payable by you.

### Payment and Cap Amounts

- 4.3 Each month for the minimum term you must pay us the minimum monthly spend for the Value Plan you take up, plus pay us for all eligible calls made over your cap amount and for all calls that are not eligible calls.
- 4.4 You will not pay for calls of the type that are included in your cap amounts which are most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), some ‘12’ calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268) and some ‘13’ calls (130 (10 digits) , 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 Digits)), national mobile originating text, picture and video messages and any other calls determined as eligible by us (“**eligible calls**”).
- 4.5 Call types that are not eligible calls include data calls, operator assisted calls, premium number calls (such as ‘19xx’ and ‘18xx’ and ‘13xx’ calls) not listed above as eligible calls, calls to 12xx not listed above as eligible calls, Premium SMS, calls and text, picture and video messages to international numbers, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. You must pay for any calls that are not eligible calls.
- 4.6 Prior to taking up your Value Plan, you will be advised of the following terms that relate to your service:



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- a. minimum monthly access fee;
- b. value of the cap amount on your Value Plan;
- c. value of included data on your Value Plan;
- d. national call rate;
- e. call connection fee for any national calls;
- f. national intra-account call rate between eligible services on your account;
- g. national SMS rate; and
- h. MessageBank diversions and retrievals charges

4.7 The charges for all usage not listed in clause 4.6 will apply in accordance with Our Customer Terms.

#### **Data**

4.8 You will not pay for data usage within the monthly included data of your Value Plan. Once you have used your included data, you must pay for excess data usage at a rate of \$0.25/MB.

4.9 Any unused included data will expire each month.

4.10 Included data cannot be used while roaming overseas

#### **International calls and Roaming**

4.11 The call rates and terms that apply to international calls and international roaming services are set out in Part D – Other Call Types and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms (<http://www.telstra.com.au/customer-terms/home-family/telstra-mobile/international-roaming/>).

#### **Not available with other offers**

4.12 Value Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Changing your plan monthly spend or plan**

4.13 If, before the expiration of the minimum term of your Value Plan, your Value Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge.

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- 4.14 If, before the expiration of the minimum term of your Value Plan, you want to move to another Telstra plan (other than another Value Plan with a higher minimum monthly spend) you will need to pay us an early termination charge.
- 4.15 If, before the expiration of the minimum term of your Value Plan, you move to another Value Plan with a higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term. Your call rates, included calls will be adjusted on a pro-rata basis to reflect your new plan.

#### **Early termination charges**

- 4.16 The applicable early termination charge (ETC) is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the plan to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated in accordance with the following formula:

$$\text{ETC} = \text{minimum monthly access spend} \times \text{number of months remaining in the minimum term} \times 90\%$$

#### **Welcome Credit**

- 4.17 As part of any new Value Plan, you may be eligible to receive a welcome credit if you port your number to Telstra from another telecommunications service provider's network.
- 4.18 You will be advised of the amount of the welcome credit when you are taking up your Value Plan.
- 4.19 Welcome credit is not transferable or redeemable for cash.
- 4.20 If during your minimum term:
- a. your Value Plan is terminated (other than as a result of our material breach); or
  - b. you change your Value Plan to a different plan;
- then you may need to repay the welcome credit to us on pro-rata basis.

#### **Bonus Credit for BYO Value Plans**

- 4.21 If you have a BYO Value Plan, you will receive a credit on your bill each month. The amount of the monthly credit depends on your minimum monthly access fee.

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4.22 You will be advised of the amount of the bonus credit when you are taking up your BYO Value Plan

4.23 Bonus Credit is not transferable or redeemable for cash.

#### **At the end of your minimum term**

4.24 At the end of your minimum term your service will, remain on your chosen Value Plan. You cannot move to another Value Plan unless the plans are still available for recontracting and you recontract for another minimum term. If your Value Plan is no longer available, 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).

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## 5 Value Plus Plan

5.1 The Value Plus Plan is available:

- a. with selected subsidised handsets (“**Approved Handset**”) on an 24 month plan; or
- b. with a bring your own compatible handset on a 24 month plan (“**BYO Value Plus Plan**”).

5.2 If you acquire a Value Plus Plan with a subsidised handset, and you choose a handset that is not an Approved Handset, we may charge you an additional amount for your handset (“**Handset Charge**”). You may select to pay us the Handset Charge upfront or in monthly instalments for 24 months, in addition to your minimum monthly access fee. If your Value Plus Plan is cancelled, terminated or your recontract with us before the end of your minimum term, you must pay us any remaining Handset Charges, in addition to any other amounts payable by you.

### Payment and Cap Amounts

5.3 Each month for the minimum term you must pay us the minimum monthly spend for your Value Plus Plan, and for all calls that are not eligible calls.

5.4 You will not pay for calls of the type that are included in your cap amount which include most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), some ‘12’ calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268) and some ‘13’ calls (130 (10 digits) , 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 Digits)), national mobile originating text, picture and video messages and retrieval charges (voice and video) and any other calls determined as eligible by us (“**eligible calls**”).

5.5 Call types that are not eligible calls include data calls, operator assisted calls, premium number calls (such as ‘19xx’ and ‘18xx’ and ‘13xx’ calls) not listed above as eligible calls, calls to 12xx not listed above as eligible calls, Premium SMS, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. Voice and video calls, and text, picture and video messages to international numbers are not eligible calls, You must pay for any calls that are not eligible calls, . Our FairPlay Policy applies.

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#### **FairPlay Policy and expiry of unused allowance**

- 5.6 Our FairPlay policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms (<http://www.telstra.com.au/customer-terms/home-family/telstra-mobile/general/>)) applies to any unlimited included allowance.
- 5.7 Prior to taking up your Value Plus Plan, you will be advised of the following terms that relate to your service:
- a. minimum monthly access fee;
  - b. value of included data on your Value Plus Plan;
  - c. national call rate;
  - d. call connection fee for any national calls;
  - e. national intra-account call rate between eligible services on your account;
  - f. national SMS rate; and
  - g. MessageBank diversions and retrievals charges
- 5.8 The charges for all usage not listed in clause 5.7 will apply in accordance with Our Customer Terms.

#### **Data**

- 5.9 You will not pay for data usage within the monthly included data of your Value Plus Plan. Once you have used your included data, you must pay for excess data usage at a rate of \$0.15/MB.
- 5.10 Any unused included data will expire each month.
- 5.11 Included data cannot be used while roaming overseas

#### **International calls and Roaming**

- 5.12 The call rates and terms that apply to international calls and international roaming services are set out in Part D – Other Call Types and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms (<http://www.telstra.com.au/customer-terms/home-family/telstra-mobile/international-roaming/>).

#### **Not available with other offers**

- 5.13 Value Plus Plan is not available with any other Telstra mobile offer unless we tell you otherwise.

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#### Changing your plan monthly spend or plan

- 5.14 If, before the expiration of the minimum term of your Value Plus Plan, your Value Plus Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge.
- 5.15 If, before the expiration of the minimum term of your Value Plus Plan, you want to move to another Telstra plan you will need to pay us an early termination charge.

#### Early termination charges

- 5.16 The applicable early termination charge (ETC) is an amount equal to the actual 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 cancellation, which will not exceed an amount calculated in accordance with the following formula:

$$\text{ETC} = \text{minimum monthly access fee} \times \text{number of months remaining in the minimum term} \times 90\%$$

#### Welcome Credit

- 5.17 As part of any new Value Plus Plan, you may be eligible to receive a welcome credit if you port your number to Telstra from another telecommunications service provider's network.
- 5.18 You will be advised of the amount of the welcome credit when you are taking up your Value Plus Plan.
- 5.19 Welcome credit is not transferable or redeemable for cash.
- 5.20 If during your minimum term:
- a. your Value Plus Plan is terminated (other than as a result of our material breach); or
  - b. you change your Value Plus Plan to a different plan;
- then you may need to repay the welcome credit to us on pro-rata basis.

#### Bonus Credit for BYO Value Plus Plans

- 5.21 If you have a BYO Value Plus Plan, you will receive a credit on your bill each month. The amount of the monthly credit depends on your minimum monthly access fee.
- 5.22 You will be advised of the amount of the bonus credit when you are taking up your BYO Value Plus Plan

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5.23 Bonus Credit is not transferable or redeemable for cash.

#### **At the end of your minimum term**

5.24 At the end of your minimum term your service will, remain on your Value Plus Plan. .If the Value Plus Plan is no longer available, 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).

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## **6 Amway Mobile Broadband Standard Data Plan**

6.1 The Amway Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Amway Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network. You can access the Amway Mobile Broadband service with a Amway Mobile Broadband Standard Data Plan (kilobyte charging applies) on a 24-month plan (“**Amway Mobile Broadband Standard Data Plan**”).

6.2 The Telstra Mobile Broadband General Terms in [Part G – Data Services](#) of the Telstra Mobile Section applies in relation to the supply of your Amway Mobile Broadband Standard Data Plan service.

6.3 Any reference in the Telstra Mobile Broadband General terms to the “Telstra Mobile Broadband service” or the “Telstra Next G® Mobile Broadband service” or anything similar those terms will be taken to be a reference to the Amway Mobile Broadband Service for the purposes of this clause 6.

6.4 If there is any inconsistency between this clause 6 and the Telstra Mobile Broadband General Terms then this clause 6 applies to the extent of the inconsistency.

6.5 The Amway Mobile Broadband Standard Data Plan comes with a specified Capable Device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device chosen.

#### **Minimum term**

6.6 The Amway Mobile Broadband Standard Data Plan has a minimum term of 24 months.

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#### Plan charges and features

6.7 You must pay us:

- a. the Monthly Service Fee for your Amway Mobile Broadband Standard Data Plan;
- b. any usage fees and charges as set out in Our Customer Terms ;  
(for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan);
- c. any applicable early termination charge as set out below; and
- d. for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount of \$500 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.

6.8 The full amount of the data allowance for your Amway Mobile Broadband Standard Data Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Amway Mobile Broadband Standard Data Plan is connected. The monthly data allowance will not be pro-rated based on the timing of the current billing cycle. The monthly access fee will still be pro-rated based on the timing of the current billing cycle.

#### Cancelling your Amway Mobile Broadband Standard Data Plan

6.9 You may terminate your Amway Mobile Broadband Mobile Broadband Standard Data Plan at any time. However, we may charge you an ETC, if during your 24-month term:

- a. you terminate your Amway Mobile Broadband Standard Data Plan (other than as a result of our material breach);
- b. we deactivate your Amway Mobile Broadband Standard Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms);  
or
- c. you want to move to another Telstra plan or Amway Mobile Broadband Data Plan.

6.10 An ETC is calculated as an amount equal to the actual 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 cancellation, which will not exceed an amount calculated as follows:



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$$\text{ETC payable} = \frac{\text{Base ETC Amount} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

The Base ETC Amount for the Amway Mobile Broadband Standard Data Plan is \$658.

- 6.11 The ETC payable decreases over the life of the 24-month term. Please contact us for the amount of ETC payable.
- 6.12 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 6.13 The ETC’s specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan.

**At the end of your term**

- 6.14 At the end of your 24 month term, your service will remain on your Amway Mobile Broadband Standard Data Plan on a month to month basis. If that Amway Mobile Broadband Standard Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Amway Mobile Broadband Data Plan, you may terminate that Amway Mobile Broadband Data Plan without having to pay any ETCs, by giving us notice.

**Availability**

- 6.15 Amway Mobile Broadband Standard Data Plans are not available with devices that are not compatible with Amway Mobile Broadband Data Plans, including telemetry plans and mobile group plans.
- 6.16 Amway Mobile Broadband Standard Data Plans are available until withdrawn by us.
- 6.17 You may use the Amway Mobile Broadband service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Amway Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra mobile broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet you will not be logged out due to data transmission inactivity.
- 6.18 Amway Mobile Broadband Standard Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the table below.
- 6.19 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.

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6.20 You may use the monthly kilobytes included in your Amway Mobile Broadband Standard Data Plan to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).

6.21 For Amway Mobile Broadband Standard Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates (if applicable) set out in the charging tables below will apply.

6.22 The details of your Amway Mobile Broadband Standard Data Plan are:

<b>Amway Mobile Broadband Standard Data Plan</b>	\$79	
	GST excl.	GST incl.
Monthly Service fee	\$71.82	\$79.00
Monthly included data allowance (calculated per KB)	12GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6 ¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.		

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

#### **Telstra Data Default Voice Plan**

6.23 If you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a standalone service.

### Part B – Other Mobile Plans

Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

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

6.24 Pay-As-You-Go (PAYG) is not available as a standalone service to Amway Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.

6.25 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).

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## 7 Amway Mobile Broadband Member Data Plans

7.1 The Amway Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Amway Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network. You can access the

### Part B – Other Mobile Plans

Amway Mobile Broadband service with a Amway Mobile Broadband Member Data Plan (kilobyte charging applies) on a 24-month plan (“**Amway Mobile Broadband Member Data Plan**”).

- 7.2 The Telstra Mobile Broadband General Terms in [Part G – Data Services](#) of the Telstra Mobile Section applies in relation to the supply of your Amway Mobile Broadband Member Data Plan service.
- 7.3 Any reference in the Telstra Mobile Broadband General terms to the “Telstra Mobile Broadband service” or the “Telstra Next G® Mobile Broadband service” or anything similar those terms will be taken to be a reference to the Amway Mobile Broadband Service for the purposes of this clause 7.
- 7.4 If there is any inconsistency between this clause 7 and the Telstra Mobile Broadband General Terms then this clause 7 applies to the extent of the inconsistency.
- 7.5 Amway Mobile Broadband Member Data Plans are available with a BYO device or with a MRO as set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms –business and government customers [click here](#)). Only one MRO may be entered into for each Amway Mobile Broadband Member Data Plan.

#### **Minimum term**

- 7.6 The Amway Mobile Broadband Member Data Plans have a minimum term of 24 months.

#### **Plan charges**

- 7.7 You must pay us:
- a. the Monthly Service Fee for your Amway Mobile Broadband Member Data Plan;
  - b. any usage fees and charges as set out in Our Customer Terms ;  
(for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan);
  - c. any applicable early termination charge as set out below; and
  - d. for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount of \$500 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.

#### **Changing your Amway Member Data Plan**

### Part B – Other Mobile Plans

- 7.8 You may move to another Amway Data Plan at any time, while the Amway Data Plans are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Amway Data Plan. However, if before the expiration of your minimum term you:
- a) move to a higher value Amway Member Data Plan, your existing 24 month term will continue and you can move back to your original lower value plan without incurring an ETC. If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Amway Data Plan and you will receive the full data allowance of new plan for remainder of the billing month;
  - b) move to a lower value plan, you'll need to pay a \$50 administration fee and recontract on a new 24 month term. Any MRO will still need to be paid;
  - c) move to a Amway Standard Data Plan (of equal or higher spend level) you will be required to recontract for 24 months. Any MRO will still need to be paid;
  - d) you make more than one change to your plan in a two month period, we can charge you a \$50 administration fee; or
  - e) you want to move to another Telstra plan you will need to pay us an early termination charge.

#### **Cancelling your Amway Member Data Plan**

- 7.9 You may terminate your Amway Member Data Plan at any time. However, we may charge you an ETC, if during your 24-month term:
- a. you terminate your Amway Member Data Plan (other than as a result of our material breach);
  - b. we deactivate your Amway Member Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms); or
  - c. you are required to pay an ETC under clause 7.8.
- 7.10 The applicable ETC is calculated as an amount equal to the actual 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 cancellation, which will not exceed an amount calculated as follows:

**Part B – Other Mobile Plans**

$$\text{ETC payable} = \frac{\text{Base ETC Amount for the selected Amway Member Data Plan} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24}$$

(GST incl)

The Base ETC for each 24 month Amway Mobile Broadband Member Data plan is: \$19 = \$261, \$29 = \$387, \$79 = \$658.

- 7.11 The ETC payable decreases over the life of the 24-month term. Please contact us for the amount of ETC payable.
- 7.12 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 7.13 The ETC’s specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan.

**At the end of your term**

- 7.14 At the end of your 24 month term, your service will remain on your Amway Member Data Plan on a month to month basis. If that Amway Member Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Amway Mobile Broadband Data Plan, you may terminate that Amway Mobile Broadband Data Plan without having to pay any ETCs, by giving us notice.

**Availability**

- 7.15 Amway Member Data Plans are not available with devices that are not compatible with Data Plans, including telemetry plans and mobile group plans.
- 7.16 Amway Member Data Plans are available until withdrawn by us.
- 7.17 You may use the Amway Mobile Broadband service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Amway Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra mobile broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet you will not be logged out due to data transmission inactivity.
- 7.18 Amway Mobile Broadband Member Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the table below.
- 7.19 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.

### Part B – Other Mobile Plans

7.20 You may use the monthly kilobytes included in your Amway Mobile Broadband Member Data Plan to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).

7.21 For Amway Mobile Broadband Member Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates (if applicable) set out in the charging tables below will apply.

7.22 The details of your Amway Member Data Plan are:

Amway Mobile Broadband Member Data Plan	\$19		\$29		\$79	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$17.27	\$19.00	\$26.36	\$29.00	\$71.82	\$79.00
Monthly included data allowance (calculated per KB)	1GB		4GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms						

When calculating data volumes:

- 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
- 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte

#### Telstra Data Default Voice Plan

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### Part B – Other Mobile Plans

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Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	<b>GST excl.</b>	<b>GST incl.</b>
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

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7.24 Pay-As-You-Go (PAYG) is not available as a standalone service to Amway Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.

7.25 Where PAYG charges apply, we charge the following:

<b>PAYG</b>	<b>GST excl.</b>	<b>GST incl.</b>
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).



# **Our Customer Terms**

## **Telstra Mobile Section**

### **Part B – Other Mobile Plans**