

Part B – Pricing Plans – Pre Paid Pricing 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.

1 About this Part

- 1.1 This is part of the Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

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

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

2 Changing Our Customer Terms - pre-paid customers

This clause 2 applies to you if you are a pre-paid customer. You will be a pre-paid customer if you acquire one of the services in this Part B - Prepaid Pricing Plans of the Telstra Mobile Section of Our Customer Terms. You are not a pre-paid customer if you acquire a Calling Card or Pre-paid Phonecard. See the [Calling Cards Section](#) or the [Public Payphone Section](#) of Our Customer Terms.

Our right to change all terms

- 2.1 We can change any term of Our Customer Terms by:

- (a) getting your consent; or
- (b) complying with this clause.

The steps we have to take depend on the type of change.

Changes that benefit you or have neutral impact on you

- 2.2 If we reasonably consider that a change to any term of Our Customer Terms is likely to:

- (a) benefit you; or
- (b) have a neutral impact on you,

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we can make the change immediately and do not need to tell you.

Some examples of changes that will benefit you are:

- a reduction in long distance call rates;
- offering additional features or free services; or
- changes that increase our obligations or introduce new rights for you.

An example of a change that will have a neutral impact on you is if we change the access number for message retrieval.

Changes that have minor detrimental impact on you

- 2.3 If we reasonably consider that a change to any term of Our Customer Terms is likely to have a minor detrimental impact on you, we will tell you individually at least 3 days beforehand.

Some examples of changes that we consider have minor detrimental impact on you:

- a small increase in the price of an STD call; or
- withdrawing a minor feature of the service.

Urgent changes

- 2.4 We consider changes that are:

- (a) required by law; or
- (b) necessary for security reasons, to prevent fraud or for technical reasons, to be urgent changes.

We will try to tell affected customers three days before an urgent change to Our Customer Terms by any method we consider reasonable in the circumstances, including text message, voice recordings or public notice. Sometimes, due to the nature of the change, we may not be able to tell affected customers three days beforehand but we will give as much warning as we reasonably can.

Changing or imposing tax-based charges

- 2.5 We can change any term of Our Customer Terms that applies to your service to increase an existing charge or to introduce a new charge where that charge is a tax imposed by law, and if you are an affected customer, we will tell you individually at

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least 3 days beforehand.

Changing charges for international services or international roaming services

- 2.6 We can change the charges for international services and international roaming services, and if you are an affected customer, we will tell you individually at least 3 days beforehand. The current charges for international calls, international SMS can be found at <http://www.telstra.com.au/mobile/prepaid/rates/> and <http://www.telstra.com.au/mobile/products/overseas/roamingoutbound.cfm> respectively.

Changing or imposing charges for ancillary services

- 2.7 If we increase or introduce charges for an ancillary service, and it is a type of ancillary service for which we do not offer a reasonable alternative at the same or reduced cost, we will tell you individually at least 3 days beforehand.

Changing prices for content or premium services

- 2.8 We can change the charges for content and premium services provided by us to you where those content and premium services:
- (a) are acquired by us from a third party for resale; or
 - (b) incorporate or rely upon content and premium services provided to us by third parties,

and the change is a direct result of an increase in the price from our third party supplier. If we increase these charges, we will tell affected customers at least 10 days beforehand via a text message. You will be able to elect not to use the content or premium service without attracting additional charges.

Examples of content or premium services that are provided by us to you in which we resell or incorporate content and services provided to us by third parties:

- BlueSkyFrog for Telstra;
- BigPond Mobile Services (previously known as Telstra Active or WAP).

Note: Some services provided to customers are provided under a “credit provider” model, where the third party content provider actually supplies the content directly to customers and Telstra bills the customer. In these cases the content provider sets the charges for the content.

All other changes

- 2.9 If we make a change to Our Customer Terms and the change is not of a type described in clauses 2.2 to 2.8 above, we will tell all affected customers a

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reasonable period (but at least 30 days) before the change, so affected customers who still have credit in their service will have a reasonable opportunity to use up any pre-paid credits before the change.

Who we consider to be affected customers

- 2.10 For the purpose of this clause 2, we consider a customer to be affected by a change of a term in Our Customer Terms if that customer still has credit in the service affected by the change or is in a recharge only period in relation to that service, and we reasonably consider that the change will have more than a minor detrimental impact on the customer.

How we can tell you about the changes

- 2.11 We can tell you about changes to Our Customer Terms in relation to a pre-paid service, unless specified otherwise in this clause, by sending you a text message or providing a recorded voice announcement at the number you use to access your pre-paid service or otherwise in writing, directing you to further information about the changes (such as on telstra.com or at a Telstra Shop). In addition to this notice, we may also publish a notice in a national newspaper.

3 Telstra Pre-Paid Mobile

What you receive

- 3.1 The Telstra Pre-Paid mobile service is a pre-paid mobile service.
- 3.2 We provide the following features as part of the Telstra Pre-Paid mobile services:
- (a) national direct calls;
 - (b) international direct calls;
 - (c) directory assistance calls;
 - (d) short message service (SMS)(provided you have a compatible handset);
 - (e) certain Telstra data services set out in [Part G – Data Services of the Telstra Mobile section](#) of Our Customer Terms (provided you have a compatible handset);
 - (f) certain Telstra content services set out in Part H – BigPond Mobile Services of the Telstra Mobile section of Our Customer Terms (provided you have a

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compatible handset);

To see these services – home and family customers [click here](#); business and government customers [click here](#). Note: BigPond Mobile Services are not available on i-mode handsets.

- (g) MessageBank and on the Next G network only Video MessageBank (only available with a compatible handset);
- (h) 1800 services;
- (i) call waiting;
- (j) calling number display;
- (k) 13 and 1300 services;
- (l) 016 services;
- (m) BigPond Mobile Services (previously known as Telstra Active or WAP) (only available with a compatible handset);

Note: BigPond Mobile Services are not available on i-mode handsets.

- (n) on the Next G and 3G networks only, 3G and HSPDA capabilities (only available with a compatible handset);
- (o) on the Telstra Mobile Network only, GPRS (General Packet Radio Service) and Multimedia Messaging Service (MMS) (only available with a compatible handset);

Note: MMS is not available on i-mode handsets.

- (p) Premium SMS services (provided you have a compatible handset).

communic8, Zip and U services

3.3 These terms apply to

- (a) Telstra Pre-Paid services registered on and from 31 March 2004;
- (b) communic8 services registered before 31 March 2004;
- (c) U services registered before 16 October 2000; and
- (d) MobileNet Zip services registered before 11 October 1999 and U services

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registered before 16 October 2000.

A communic8 recharge card bought on and from 16 October 2000 (including on or after 31 March 2004), a U recharge card bought before 16 August 2000 and a MobileNet Zip recharge card bought before 11 October 1999 are referred to as a Telstra Pre-Paid recharge card.

Registering your service

- 3.4 When you register your service you must provide us with your name, address, details of your intended use of the service and any other information and identification reasonably requested by us. You must also tell us of any change to your name or address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or information from you after you have registered, provided that our request is reasonable.
- 3.5 We will activate your service once you have registered it. If you have requested to bring your existing mobile number from another phone company, we will activate your service once that transfer has been successfully completed. We will tell you if your transfer has not been successful within 24 hours.

Included credit

- 3.6 If you buy a Telstra Pre-Paid handset pack or starter kit, any included credit will be available after registration of your service. Your included credit cannot be redeemed for cash.

Period for using the service

- 3.7 Your Telstra Pre-Paid handset pack or starter kit specifies the network access period during which you can make calls and use the service features or our other services, once registered. The date on which the network access period ends is the credit expiry date.
- 3.8 You can find out your credit expiry date at any time by any of the methods set out in your User Guide, calling the Telstra Pre-Paid Information and Recharge line on 125 8888 (a free call from your service within Australia) or by sending a text message to 125 8888 with the word "Menu" in the body of the text message (a free text message from your service within Australia) and following the instructions. If you have a Telstra Pre-Paid Service on the Telstra Mobile Network, you can also access this information by dialling #100# or #125# from your mobile. You will also receive an SMS 8 days and then 2 days before your credit expiry date is reached to remind you that your credit expiry date is about to end.
- 3.9 Your service enters a recharge only period after the credit expiry date.

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3.10 You can change your credit expiry date by recharging your service. The way in which your credit expiry date will change upon recharge depends on the particular pre-paid promotional offer you have selected.

Credit expiry date for new activations and transfers on and from 4 November 2008

3.11 If you activated your Telstra Pre-Paid service from 4 November 2008 or transferred your service to our post 3 November 2008 pre-paid offers, and you recharge your service before your credit expiry date, your new credit expiry date will be the later of either:

- (a) the expiry date for your existing balance (before you recharged); or
- (b) the expiry date for your new recharge amount.

3.12 The expiry date for your recharge amount will vary depending on which Pre-paid offer you have selected and how much recharge credit you have purchased. Any benefit associated with a recharge amount will expire after a set amount of time (depending on your offer and recharge amount). Expiry periods are as follows:

		Recharge						
		< \$5	\$5 - \$20	\$20 - \$29.99	\$30 - \$39.99	\$40 - \$49.99	\$50- \$59.99	\$60 - \$99.99
Talk and Text +	14 days	14 days	30 days	30 days	30 days	30 days	30 days	30 days
Text & Data (previously 1c Text +)	14 days	14 days	30 days	30 days	30 days	30 days	30 days	30 days
Telstra Long Life	14 days	14 days	60 days	6 months	6 months	6 months	12 months	12 months
Telstra Pre-Paid Cap Encore® Offer	14 days	14 days	30 days	30 days	30 days	30 days	30 days	30 days
Telstra Pre-Paid Simplicity® Offer	14 days	14 days	30 days	2 months	2 months	3 months	3 months	6 months
Telstra Pre-Paid Extra™	28 days	28 days	28 days	28 days	28 days	28 days	28 days	28 days

See [Part C - Special Promotions of the Telstra Mobile Section](#) of Our Customer

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Terms for details on each offer.

- 3.13 Any recharge credit (ie credit equivalent to the amount paid for the recharge offer) that remains on your account from a previous recharge will remain in your account when you recharge before the relevant expiry date. The expiry date for your entire account balance (excluding any offer bonus) will be re-set to the new expiry date applicable to your recharge amount. You may use this recharge credit to purchase any product or service available to your pre-paid account, except for data usage above your data allowance (ie pay as you go data). Any old recharge will expire once its expiry period has elapsed if you do not recharge your account before the credit expiry period has elapsed.

Credit expiry date for new activations and transfers prior to 4 November 2008

- 3.14 If you activated your Telstra Pre-Paid service prior to 4 November 2008 and have not transferred your service to our post-4 November 2008 pre-paid offers, and you recharge your service before your credit expiry date, your credit expiry date is extended by adding the access period applicable to your recharge amount to the current credit expiry date. This provides you with your new credit expiry date. The credit expiry date can only be extended to a maximum of 24 months from the date on which you last recharged your service.
- 3.15 You can extend your credit expiry date by the amount that you pay to recharge as follows:

Recharge amount:	Access period:
\$1 to \$10 (Credit Me2U recharges only)	Please see paragraphs 3.65 and 3.66 for details
\$20	1 month
\$30	2 months
\$50	3 months
\$60	3 months
\$100	6 months

For example, if you buy a Telstra Pre-Paid handset pack with 6 months network access, and you recharge after 1 month by purchasing and activating a \$30 recharge card, your credit expiry date will be 7 months from the date of recharge.

If you select the Long Life offer, the Telstra Pre-Paid Friends offer or the Talk & Text More offer, the network access period for recharges is different. Full details of these offers are available at

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[Telstra Mobile Section Part C Special Promotions.](#)

Recharging to increase your account balance

- 3.16 You can increase your Telstra Pre-Paid account balance at any time before the end of your credit expiry date or the recharge only period by:
- (a) purchasing and activating additional Telstra Pre-Paid recharge cards or vouchers from selected outlets and ATMs; or
 - (b) recharging by credit card: or
 - (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service or a Telstra Post-Paid mobile service from another Telstra Pre-Paid service using the Credit Me2U feature; or
 - (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please go to www.telstraprepaidplus.com for more information about the service, including how to register; or
 - (e) making a payment via BPay; or
 - (f) making a payment via PayPal. Please go to www.telstra.com/prepaid for more information about the service, including terms and conditions of use and how to register.

Refer to your Telstra Pre-Paid Recharge Guide or Welcome Guide for more information on what recharge denominations are available from selected outlets and ATMs and how to activate a recharge card or voucher.

- 3.17 You may activate a Telstra Pre-Paid recharge card or voucher by:
- (a) calling the Telstra Pre-Paid Information and Recharge line on 125 8888 (a free call from your service within Australia) and following the instructions;
 - (b) sending a text message to 125 8888 with the word "Menu" in the body of the text message and following the instructions; or
 - (c) Accessing the Prepaid menu by dialling #100# or #125# from your mobile if you have a Telstra Pre-Paid Service on the Telstra Mobile Network; or
 - (d) using the My Pre-Paid Online service, if you activated your Telstra Pre-Paid service on or after 12 September 2006, or choose to transfer to these charges applicable to customers who activated from this date and register to use the

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service at www.telstra.com/prepaid

We will credit your Telstra Pre-Paid account with the amount shown on the recharge card or voucher once you have successfully activated it.

- 3.18 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non-refundable. Telstra Pre-Paid recharge cards and vouchers must be activated before the use by date printed on the back.
- 3.19 For new customers and existing customers who take up the Telstra Pre-Paid Simplicity™ offer, your account balance must not exceed \$300 at any time. If you attempt to recharge and that recharge will take you above \$300, your recharge will fail. For all other offers, your Telstra Pre-Paid account balance must not exceed \$4,999 at any time. If you attempt to recharge and that recharge will take you above \$4,999, your recharge will fail.

Your credit if your service is cancelled

- 3.20 If you cancel your service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

When your account credit expires

- 3.21 If your account balance is or becomes insufficient to cover a call or use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid service to you and will terminate any outbound call, feature or service in progress, except for calls to the following emergency services or our service numbers:
- (a) 000;
 - (b) 112; and
 - (c) the Telstra Pre-Paid Information and Recharge line.

MMS messaging functionality

- 3.22 If your account balance goes down to zero before you recharge again, it may take up to 10 minutes for MMS messaging to be restored to your service after you credit your account.
- 3.23 You will not be able to view any incoming MMS if your balance is below 25 cents. Instead, you will be alerted to the MMS but will not be able to view it until you credit your account.

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- 3.24 If you have selected the Telstra Pre-Paid Cap Encore™ offer or the Telstra Pre-Paid Cap+offer you will not be able to send MMS if your main balance (not bonus credit balance) is below 50 cents.

Recharge only period

- 3.25 When your service is in recharge only period, you can receive calls, but cannot make calls (except for calls to emergency services and some Telstra Pre-Paid service numbers) or use any other features or our services.
- 3.26 If you do not recharge your service during your recharge only period, your service will be disconnected and your number will be reallocated to another customer. You will receive an SMS warning you of this 32 days and then 8 days before your recharge only period ends.
- 3.27 The length of your recharge only period depends on the date on which your service is registered as follows:

Recharge only period	
If you acquire a special \$1 starter kit between 2 May and 30 June 2006	12 months from the date you activate
If you acquire a Telstra Pre-Paid Motorola C201 promotional 'Coca-Cola' handset	6 months from your credit expiry date
If you register a Telstra Pre-Paid handset pack or starter kit on or after 1 July 2004	6 months from your credit expiry date
If you registered a Telstra Pre-Paid handset pack or starter kit on between 31 March 2004 and 30 June 2004	3 months from your credit expiry date
If you registered your communic8 Pre-Paid mobile service between 17 July 2002 and 30 March 2004 where the service was programmed for a 6 month recharge only period	6 months from your credit expiry date
If you registered your communic8 Pre-Paid mobile service between 17 July 2002 and 30 March 2004 where the service was programmed for a 12 month recharge only period	12 months from your credit expiry date
If you registered your communic8 Prepaid mobile service between 11 October 1999 and 16 July 2002	12 months from your credit expiry date

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Recharge only period	
If you registered your service before 11 October 1999 as a MobileNet Zip service	6 months from your credit expiry date

Charges

- 3.28 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service unless you have selected a Telstra Pre-Paid Cap Encore™ offer, Telstra Pre-Paid Beyond Talk™ offer, Text & Data offer, Telstra Pre-Paid Simplicity™ offer or Boost UNLTD offer.
- 3.29 If you have selected a Telstra Pre-Paid Cap Encore™ offer, Text & Data offer, Telstra Pre-Paid Beyond Talk™ offer, Telstra Pre-Paid Simplicity™ offer, or Boost UNLTD offer, charges set out in Part C - Special Promotions of the Telstra Mobile section of Our Customer Terms will apply when you use your service. For any call, message or usage types not specifically set out in that section, the charges set out below will apply when you use your service.
- 3.30 Your call connection fee and voice call charges are dependent on when you activated your service, however you can transfer from the pre-12 September charges to the post-12 September 2006 charges below by contacting us. You can also transfer from the pre-12 September charges to the post-12 September 2006 charges by dialling #100# or #125# from your mobile if you have a Telstra Pre-Paid service on the Telstra Mobile Network.
- 3.31 Due to systems constraints, any text, picture message (if available), and data usage charges may take up to 48 hours to reach your Telstra Pre-Paid account. Text and picture message charges are set out in [Part E – SMS and Messaging](#) of the Telstra Mobile section of Our Customer Terms. Our BigPond Mobile Services charges (for example, PocketNews, BlueSkyFrog for Telstra and MobileFun charges) are set out in [Part H BigPond Mobile Services](#) of the Telstra Mobile section of Our Customer Terms. Other BigPond Mobile Services charges are set out in Part G – Data Services of the Telstra Mobile section of Our Customer Terms.

To see these charges – home and family customers [click here](#); business and government customers [click here](#).

Call charges for activations on and from 6 July 2005

- 3.32 If you activated your Telstra Pre-Paid service on and from 6 July 2005, or transferred to these charges, we automatically charge you the rates set out in the table below. We will not charge you for any calls to numbers commencing with



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1800.

Calls to a mobile or fixed service or 13, 1300 and 016 numbers	GST incl.
Connection fee per call	39¢
Calls to an Australian mobile or fixed number (charged per 60 second block or part)	78¢
Off-Peak calls to Telstra numbers 13 1191, 13 2253, 13 2255, 13 2674 and 13 1282	25¢
Calls to 131114 (Lifeline)	No charge
Calls to all other 13, 1300 and 016 numbers (charged per 60 second block or part)	78¢
SMS (Text messages to mobiles in Australia, per message sent, per recipient) for Telstra Pre-Paid Mobile offers (excl. Talk & Text+, Telstra Pre-Paid Simplicity™ and JB-Hi Pre-Paid Mobile offers)	29¢ The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms

Call charges for activations before 6 July 2005

- 3.33 If you activated your Telstra Pre-Paid service before 6 July 2005, we automatically charge you the ON rate set out in the table below unless you choose to be charged the OFF rates also set out below by contacting us calling 125 8888 . You can change between ON and OFF rates at any time. We will not charge you for any calls to numbers commencing with 1800.

ON RATE	GST incl.
Connection fee per call	39¢
Calls to an Australian mobile or fixed number (charged per 60 second block or part)	78¢

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Off-Peak calls to Telstra numbers 13 1191, 13 2253, 13 2255, 13 2674 and 13 1282	25¢
Calls to 131114 (Lifeline)	No charge
Calls to all other 13, 1300 and 016 numbers (charged per 60 second block or part)	78¢
SMS (Text messages to mobiles in Australia, per message sent, per recipient) for Telstra Pre-Paid Mobile offers (excl. Talk & Text+, Telstra Pre-Paid Simplicity™ and JB-Hi Pre-Paid Mobile offers)	29¢ The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms

OFF RATE	GST incl.
Connection fee per call	39¢
Peak rate for calls to an Australian mobile or fixed number (charged per 30 second block) made from 7am-7pm Monday-Friday	50¢
Peak rate for calls to 13, 1300 and 016 numbers (charged per 30 second block) made from 7am-7pm Monday-Friday	50¢
Off-Peak rate for calls to an Australian mobile or fixed service (charged per 30 second block) made at all other times	20¢
Off-Peak calls to Telstra numbers 13 1191, 13 2253, 13 2255, 13 2674 and 13 1282	25¢
Calls to 131114 (Lifeline)	No charge
Off-Peak rate for calls to all other 13, 1300 and 016 numbers (charged per 30 second block) made at all other times	20¢

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OFF RATE	GST incl.
SMS (Text messages to mobiles in Australia, per message sent, per recipient) for Telstra Pre-Paid Mobile offers (excl. Talk & Text+, Telstra Pre-Paid Simplicity™ and JB-Hi Pre-Paid Mobile offers)	<p>29¢</p> <p>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</p>

NOTE: Peak time in Northern Territory is 6am to 6pm during South Australian daylight savings, then 7am to 7pm Northern Territory time all other time. Off peak time in Northern Territory is 6pm to 6am during South Australian daylight savings then 7pm to 7am Northern Territory time all other time.

MessageBank charges

- 3.34 MessageBank Standard is automatically provided with your service. Full details of this feature are set out in [Part F – Managing Calls of the Telstra Mobile section of Our Customer Terms](#).
- 3.35 We charge you the following charges when you use MessageBank:

MessageBank retrieval and diversion	GST incl.
MessageBank retrieval (charged per 60 second block or part) (plus connection fee)	78¢
MessageBank diversion (charged per 30 second block)	0¢

Video Calling Charges

- 3.36 If you are a pre-paid customer using a compatible Next G handset approved by us you have access to video calling. Charges and full details of this feature are set out Part G – Data Services of the Telstra Mobile section of Our Customer Terms.

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Video Message Bank

- 3.37 If you are a pre-paid customer using a compatible Next G handset approved by us you can elect to receive our Video MessageBank service. Full details of this feature are set out in [Part F – Managing Calls of the Telstra Mobile section](#) of Our Customer Terms.
- 3.38 We charge you the following charges when you use Video MessageBank:

Video MessageBank retrieval and diversion	GST excl.	GST incl.
MessageBank retrieval (charged per 30 second block) (plus connection fee)	27.27¢	30¢
MessageBank diversion (charged per 30 second block)	0¢	0¢

International call charges

- 3.39 We charge you the following rates when you make international calls (from Australia) in addition to your applicable call connection fee for voice calls.

International direct calls rates (charged per 60 second block (or part) plus standard call connection fee for your offer)	Telstra Pre-Paid Cap Encore™, Telstra Pre-Paid Cap+ offer & Telstra Pre-Paid Weekend+ offer	Telstra Pre-Paid Simplicity™ offer	All other Telstra Pre-Paid offers
Calls to the following band 1 countries: United States	99c	15c	39c
Calls to the following band 2 countries: China, Hong Kong, Malaysia and Singapore	\$1.29	15c	89c
Calls to the following band 3 countries: Indonesia, Taiwan and Thailand	\$1.99	15c	89c
Calls to the following band 4 countries: Canada and United Kingdom	\$2.49	15c	69c
Calls to the following band 5 countries: India and Republic of Korea (South Korea)	\$2.99	15c	89c

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Calls to the following band 6 countries: Bangladesh, France, Germany, Japan, Sri Lanka and Vietnam	\$2.99	15c	89c
Calls to the following band 7 countries: Ireland, Philippines and South Africa	\$2.99	20c	89c
Calls to the following band 8 countries: New Zealand	\$3.49	20c	69c
Calls to the following band 9 countries: Andorra, Austria, Brazil, Denmark, Dominican Republic, Fiji, Finland, Greece, Guam, Hungary, Israel, Italy, Lebanon, Luxembourg, Malta, Nepal, Netherlands, New Caledonia, Norway, Pakistan, Poland, Puerto Rico, Russian Federation, San Marino, Saudi Arabia, Slovakia, Spain, Sweden, Switzerland, Turkey, Vatican City and Virgin Islands (US)	\$3.99	89c	89c
Calls to the following band 10 countries: Antigua and Barbuda, Argentina, Aruba, Bahamas, Belgium, Bosnia and Herzegovina, Brunei Darussalam, Cayman Islands, Chile, Colombia, Croatia, Cyprus, Czech Republic, Dominica, Egypt, French Polynesia, Ghana, Guadeloupe, Guyana, Iceland, Iran, Islamic Republic of Iraq, Jamaica, Jersey, Jordan, Kenya, Kuwait, Latvia, Lesotho, Liechtenstein, Macao, Macedonia, Mauritius, Mayotte, Mexico, Monaco, Montenegro, Netherlands Antilles, Nigeria, Oman, Palestine, (State of), Panama, Peru, Portugal, Romania, Samoa (Western), Serbia, Slovenia, Suriname, Syrian Arab Republic, Tonga, Trinidad and Tobago, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu and Venezuela	\$5.99	\$1.45	\$1.45
Calls to the following band 11 countries: Ascension Island, Cuba, Nauru, Norfolk Island, Saint Helena, Ascension and Tristan da Cunha, Sao Tome and Principe, Solomon Islands, International Satellite Services (eg. Iridium, Inmarsat, Int Networks and Int UPT 882)	\$19.00	\$2.20	\$2.20
Calls to all countries not listed as a Band 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 or 11 country	\$11.99	\$2.20	\$2.20

Part B – Pricing Plans – Pre Paid Pricing Plans

International Roaming call charges

- 3.40 Using your Telstra Pre-Paid Mobile service in foreign countries is simple and charging details are described in the [International Roaming](#) section of Our Customer Terms. International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile service. For details on countries and charging for using your Telstra Pre-Paid Mobile service, please visit http://www.telstra.com.au/mobile/networks/internat_roaming.cfm

Reprogramming

- 3.41 If your Telstra Pre-Paid handset is programmed to operate only on our Telstra Mobile network, you may have to pay a fee to reprogramme it for use on other networks. The fee depends on how long it has been since the service was activated:

	Reprogramming fee
Never activated	\$80
Activated six months or less	\$80
Activated more than six months ago and up to two years	\$25
Activated more than two years ago	\$0

Directory assistance and customer service charges

- 3.42 If your Telstra Pre-Paid Next G handset is programmed to operate only on our Next G network, you may have to pay a fee of \$100 if the re-programming occurs at any time within 6 months of the date of registration of the service or \$27.50 if the re-programming occurs at any time 6 months or more from the date of registration of the service unless you have one of the following handsets in which case the following fees will apply:

Reprogramming fees for Next G handsets (per handset)	GST excl.	GST incl.
(a) if the handset was a Telstra 256 handset purchased on or after 14 May 2007 and re-programming occurs at any time within 6 months of the date of registration of the service.	\$136.35	\$150.00

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Reprogramming fees for Next G handsets (per handset)	GST excl.	GST incl.
(b) if the handset was a Telstra 256 handset purchased on or after 14 May 2007 and re-programming occurs at any time 6 months or more from the date of registration of the service.	\$25.00	\$27.50

Directory assistance and customer service charges

- 3.43 We charge you the following charges when you make calls to the directory assistance numbers and to the Telstra Pre-Paid customer service number:

Directory assistance calls and customer service	GST excl.	GST incl.
National Directory Assistance (requests for phone numbers within Australia)	45.45¢	50¢
International Directory Assistance (requests for numbers outside Australia)	\$1.50	\$1.65
Customer service	22.73¢	25¢

1234

- 3.44 The 1234 service is a premium operator call connection and information service available to Telstra Pre-Paid customers.
- 3.45 Information and charges applicable to the 1234 service are set out in [Part D – Other Call Types of the Telstra Mobile section](#) of Our Customer Terms.

Call Connect

- 3.46 The Call Connect service is an operator call connection service available to Telstra Pre-Paid customers. Information from the White Pages and Yellow directory is available through this service.
- 3.47 Information and charges applicable to the Call Connect service are set out in [Part D – Other Call Types of the Telstra Mobile section](#) of Our Customer Terms.
- 3.48 Other Operator Assisted Calls, as set out [Part D – Other Call Types of the Telstra Mobile section](#) of Our Customer Terms, are not available to Telstra Pre-Paid

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customers.

Text Plus Packs

- 3.49 Eligible Telstra Pre-Paid customers can purchase standard text messages up-front, in bulk, at a lower rate than the standard Telstra Pre-Paid text rate, with a Text Plus Pack.
- 3.50 Text Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Extra™ offer
- 3.51 To purchase a Text Plus Pack you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile. The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.
- 3.52 The Text Plus Packs available for purchase are:

Pack name and code	Pack purchase price (incl GST)	No. included standard text in Pack	Effective cost per text in Pack
PLUS5	\$5.00	30	\$0.1667
PLUS10	\$10.00	85	\$0.125
PLUS20	\$20.00	180	\$0.1111
PLUS50	\$50.00	500	\$0.10

- 3.53 You have 30 days from your successful Text Plus Pack purchase to use the included text. Unused text after this time will be forfeited. You must have at least 25c in your Telstra Pre-Paid account to activate and send the included text in your Text Plus Pack. The expiry date of your Pack remains unchanged if your service enters the recharge only period.
- 3.54 The included text in Text Plus Packs can only be used to send standard text messages to mobiles on any network in Australia and compatible fixed lines. The included text cannot be used for some text messages such as text to international mobiles or Australian mobiles roaming overseas, premium text or content requests.

Pics Plus Packs

- 3.55 Eligible Telstra Pre-Paid customers who activated their service from 12 September 2006, or choose to transfer to the charges applicable to customers who activate from 12 September 2006, can purchase Pics Plus Packs.

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- 3.56 Pics Plus Packs are not available for purchase or use while you are connected to the Telstra Pre-Paid Extra TM offer
- 3.57 To purchase a Pics Plus Pack you must have sufficient funds in your Telstra Pre-Paid account and send a text message with your selected Pack code to the relevant service number or use the My Pre-Paid service on your mobile or purchase online at www.telstra.com/prepaid. The amount of your selected Pack will be deducted from your Telstra Pre-Paid account.

Pack name and code	Pack purchase price (incl GST)	No. included standard picture messages in Pack	Effective cost per picture message in Pack
PICSPLUS5	\$5.00	12	\$0.4167
PICSPLUS10	\$10.00	25	\$0.40
PICSPLUS20	\$20.00	55	\$0.3637
PICSPLUS50	\$50.00	150	\$0.3333

- 3.58 You have 30 days from your successful Pics Plus Pack purchase to use the included picture messages. Unused picture messages after this time will be forfeited. You must have at least 25 cents in your Telstra Pre-Paid account to activate and send the included picture messages in your Pics Plus Pack. The expiry date of your Pack remains unchanged if your service enters the recharge only period.
- 3.59 The included picture messages in Pics Plus Packs can only be used to send standard picture messages to mobiles on any network in Australia and emails sent as picture messages. The included picture messages cannot be used for some messages such as to international destinations, premium picture messages or content requests.

Credit Me2U

- 3.60 The Credit Me2U feature allows you to use your Telstra Pre-Paid mobile to transfer credit from your service to another Telstra Pre-Paid service.
- 3.61 You can transfer any whole dollar amount between \$1 and \$10. A maximum of \$10 can be transferred from your Telstra Pre-Paid service to another Telstra Pre-Paid service in any 24 hour period.
- 3.62 You can use the Credit Me2U feature by sending a text message to 125 8888 with the word "Menu" in the body of the text message and following the instructions. If you have a Telstra Pre-Paid service on the Telstra Mobile Network, you can also



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use this feature by dialling #100# or #125# from your Telstra Pre-Paid mobile.

3.63 Before a credit amount is transferred from your Telstra Pre-Paid service to another Telstra Pre-Paid service, we will ask you to authorise the transaction. Once you have authorised the transaction, the credit transfer will proceed and cannot be reversed.

3.64 When the credit has been transferred, the Telstra Pre-Paid service to which the credit has been transferred will be notified by text message of the amount transferred, their new credit expiry date and the mobile number that requested the transfer credit.

3.65 If:

(a) your Telstra Pre-Paid mobile service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and

(b) the credit expiry date on your main account balance is 14 days or more at the date of the Credit Me2U transfer,

the existing credit expiry date on your Telstra Pre-Paid mobile account will not change.

3.66 If:

(a) your Telstra Pre-Paid mobile service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and

(b) the credit expiry date on your main account balance is less than 14 days at the date of the Credit Me2U transfer,

the credit expiry date on your Telstra Pre-Paid mobile account will change to 14 days.

3.67 We charge you 25¢ (incl GST) for each successful credit transfer you make using the Credit Me2U feature (whether you access the feature by sending us a text message or by using the menu on your Telstra Pre-Paid mobile).

Changes to the service

3.68 We may withdraw or modify the provision of the Telstra Pre-Paid service at any time in accordance with section 2 – Changing Our Customer Terms – Pre-Paid

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Mobile Customers.

FairPlay Policy

3.69 Our FairPlay Policy applies to your use of the service. Our FairPlay Policy is set out in Part A – General of the Telstra Mobile section of Our Customer Terms.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

Blackberry Individual Solution (BIS) on Pre-Paid

3.70 Our BlackBerry Individual Solution (“**BIS**”) allows eligible customers with a properly configured BlackBerry compatible handset to send and receive an unlimited number of e-mails over the internet, to use compatible BlackBerry apps from BlackBerry App World and to use BlackBerry Messenger instant messaging, without incurring data charges.

3.71 The following are not included in BIS and will be charged at standard rates:

- (a) Any use of the phone (including functions that normally form part of the BIS) after expiry of the BIS access period
- (b) Browsing not using the Blackberry.net APN
- (c) Use of video streaming applications
- (d) Content/subscription services
- (e) Overseas use.

3.72 In order to connect to BIS, you will need:

- (a) an eligible Blackberry handset
- (b) an activated Telstra Pre-Paid service on any Pre-Paid offer
- (c) connection to Blackberry BIS to be configured in Telstra’s systems (this can be requested at the time of activation through Pre-Paid Customer Service or by calling 125 8887 after activation), and
- (d) a Blackberry ID (obtained through the on-device registration process)

3.73 Once the requirements listed in 3.70 have been met, a recharge of \$40 or above (“eligible recharge”) will result in access to BIS for a period of 30 days (“BIS

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access period”).

- 3.74 An eligible recharge before the end of the BIS access period or 30 days after expiry will result in access to BIS for a further period of 30 days from the date of the recharge.
- 3.75 If there are no further eligible recharges for a period of 30 days from the expiry of the last BIS access period, the connection to Blackberry BIS may be removed and further eligible recharges will not give access to BIS. In this circumstance it may be necessary for the customer to call 125 8887 and have their connection to Blackberry BIS restored, and then to make another eligible recharge.
- 3.76 In addition to the above, customers who purchase a Telstra Pre-Paid Blackberry Curve handset will receive 14 days of free BIS access, provided that the requirements in 3.70 have been met.
- 3.77 Prepaid Customers with BIS can change to any current Pre-Paid Mobile offer and their BIS access period will remain the same.
- 3.78 The following clauses in Part G – Data Services also apply to BIS on Pre-Paid:
- (a) Eligible Email Addresses
 - (b) Blackberry Web Client
 - (c) Additional Blackberry Terms
 - (d) Using your Handset Overseas

4 Telstra Pre-Paid Mobile Broadband (for new activations and transfers on and from 16 May 2017)

What you receive

- 4.1 The Telstra Pre-Paid Mobile Broadband service is a Pre-Paid Telstra Mobile Network service.
- 4.2 We provide the following features if your device is a Telstra Pre-Paid Mobile device or when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device.
- (a) data service; and

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(b) calls to 000 Emergency services

4.3 Unless notified by us, all other features/services are excluded e.g. pay as you go data, third party content or subscription services, all use while overseas, calls to premium SMS services and numbers (eg 19xx numbers), email address, web storage and unmetered access to BigPond websites etc.

Registering your service

4.4 When you register your Telstra Pre-Paid Mobile Broadband service, you must select the Telstra Pre-Paid Mobile Broadband service and provide us with your name; address; details of your intended use of the service; a valid email address; and any other information and identification reasonably requested by us.

4.5 You must tell us of any change to your name, address or email address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or information from you after you have registered, provided that our request is reasonable. If you are under 18 years of age, you must have the consent of your parent or a responsible adult to register and use the Telstra Pre-Paid Mobile Broadband service.

4.6 We will activate your Telstra Pre-Paid Mobile Broadband service once you have registered it.

Included credit

4.7 If you buy a Telstra Pre-Paid Mobile Broadband starter pack, any included credit or start up data allowance will be available after registration of your Telstra Pre-Paid Mobile Broadband service. Your included credit/data cannot be redeemed for cash.

Period for using the service

4.8 You can find out your credit expiry date for your Telstra Pre-Paid Mobile Broadband service at any time by using the My Account in the Connection Manager or via <http://myprepaid.telstra.com/mbb>.

4.9 Your Telstra Pre-Paid Mobile Broadband service enters a recharge only period after the credit expiry date.

Recharging to increase your account balance

4.10 You can increase the balance of your Telstra Pre-Paid Mobile Broadband service at any time before the end of your credit expiry date or the recharge only period by:

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- (a) purchasing and activating additional Telstra Pre-Paid recharge cards or vouchers from selected outlets; or
- (b) recharging by credit/debit card; or
- (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service from another Telstra Pre-Paid service or Telstra Post-Paid mobile service using the Credit Me2U® feature; or
- (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please see your Getting Started Guide in your starter pack more information about the service; or
- (e) making a payment via BPay; or
- (f) making a payment via PayPal. Please go to www.telstra.com/ppmbb for more information about the service, including terms and conditions of use and how to register.

Refer to your Telstra Pre-Paid Mobile Broadband Pricing Brochure and Getting Started Guide for more information on where you can purchase a recharge card or voucher and how to activate a recharge card or voucher.

4.11 You can activate a Telstra Pre-Paid recharge card or voucher for your Telstra Pre-Paid Mobile Broadband service by using My Account in the Connection Manager on compatible devices or via m.telstra.commbb from your or by downloading the Telstra 24x7® App for your compatible device, tablet or iPad. You must activate a Telstra Pre-Paid recharge card and voucher by the expiry date printed on them.

4.12 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non-refundable.

4.13 Your recharge credit for your Telstra Pre-Paid Mobile Broadband service (as well as your unused data for services activated or transferred on and from 12 May 2015) will roll over when you recharge before your credit expiry date but your recharge credit account balance must not exceed \$4,999 at any time.

Your credit if your service is cancelled

4.14 If you cancel your Telstra Pre-Paid Mobile Broadband service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

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When your account credit expires

- 4.15 If your account balance is or becomes insufficient to cover use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid Mobile Broadband service to you and will terminate any session, feature or service in progress, except for:
- (a) calls made to 000 Emergency services when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
 - (b) access to My Account either via the Connection Manager on compatible devices or orm.telstra.com.

Recharge only period

- 4.16 The length of your recharge only period is 6 months.
- 4.17 When your Telstra Pre-Paid Mobile Broadband service is in recharge only period, you cannot use any other features or our services, except:
- (a) to make calls to 000 Emergency services when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
 - (b) access to My Account either via the Connection Manager or <http://myprepaid.telstra.com/mbb>.
- 4.18 If you do not recharge your Telstra Pre-Paid Mobile Broadband service during your recharge only period, your service will be disconnected and your number will be reallocated to another customer. We will send an SMS to compatible devices before your recharge only period ends.

Charges

- 4.19 For activations on Telstra Pre-Paid Mobile Broadband Plus after 16 May 2017, we will debit your Telstra Pre-Paid Mobile Broadband service in accordance with the charges set out below. For any message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply.

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Recharge Amount	\$30	\$50	\$90	\$150
Included Data (charged per KB)	3GB	10GB	25GB	35GB
Expiry	28 days			365 days
Roll over	Roll over unused data to use within your next recharge only when you recharge before expiry date			Roll over not available
All for use in Australia				

Recharge	Recharge Range	Data	Expiry	Roll over
\$10	\$0.01 - \$19.99	1GB	7 days	Rolls over to next recharge as long as next recharge is \$10, \$20, \$30, \$50 or \$90.
\$20	\$20 - \$29.99	2GB	14 days	
\$30	\$30 - \$49.99	3GB	28days	
\$50	\$50 - \$89.99	10GB	28 days	
\$90	\$90 - \$149.99	25GB	28 days	
\$150	\$150 +	25GB	365 days	No rollover available

4.20 Due to systems constraints, any data usage charges may take up to 48 hours to reach your Telstra Pre-Paid Mobile Broadband.

4.21 Recharge credit or main balance is not available on the Telstra Pre-Paid Mobile Broadband Plus offer. Consequently, this offer excludes usage such as calls and SMS to Australian and International numbers, content purchases, all use while overseas, pay-as-you-go data and purchasing Plus Packs.

4.22 If you recharge your service before your expiry date, your new expiry date will be the expiry date corresponding to the new recharged amount. Any rolled-over data will expire at the end of that next recharge period only.

4.23 If you change offer from a Pre-Paid Mobile Broadband Plus offer no longer in market to Pre-Paid Mobile Broadband Plus, you will keep any unused recharge credit and eligible data. Any data brought over to the new offer will expire on its original expiry date (ie changing to this offer will not extend the expiry of the

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pre-offer data inclusion).

4.24 Automatic Scheduled recharge is compatible with this offer but only for recharges with a 28 day expiry. A saved payment method is required in order to set up this feature on this offer. All other types of Automatic Recharge and Balance Based Recharge are not compatible with this offer.

International Roaming charges

4.25 International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile Broadband service however the Pre-Paid Mobile Broadband Plus offer excludes all usage overseas.

Network unlocking

4.26 Devices provided by Telstra for the Telstra Pre-Paid Mobile Broadband service may be programmed to operate only on the Telstra Mobile Network. You will need to pay an unlocking fee to use the device on other networks.

Credit Me2U

4.27 The Credit Me2U feature to transfer credit from your Telstra Pre-Paid Mobile Broadband service to another Telstra Pre-Paid service is not available.

4.28 Your Telstra Pre-Paid Mobile Broadband service can receive credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service via a Credit Me2U transfer.

4.29 If your Telstra Pre-Paid Mobile Broadband service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature, your data rate will not change.

4.30 If:

- (a) your Telstra Pre-Paid Mobile Broadband service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and
- (b) the expiry date on your main account balance is 14 days or more at the date of the Credit Me2U transfer,

the existing expiry date on your Telstra Pre-Paid Mobile Broadband account will not

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change.

4.31 If:

- (a) your Telstra Pre-Paid Mobile Broadband service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and
- (b) the expiry date on your main account balance is less than 14 days at the date of the Credit Me2U transfer,

the expiry date on your Telstra Pre-Paid Mobile Broadband account will change to 14 days.

Changes to the service

4.32 We may withdraw or modify the Telstra Pre-Paid Mobile Broadband service at any time in accordance with section 2 – Changing Our Customer Terms – Pre-Paid Mobile Customers.

FairPlay Policy

4.33 Our FairPlay Policy applies to your use of the service. Our FairPlay Policy is set out in Part A – General of the Telstra Mobile section of Our Customer Terms.

4.34 For the avoidance of doubt, references to “mobile service” and “mobile phone” in Our FairPlay Policy include the Pre-Paid Mobile Broadband service and any device provided by Telstra for use in connection with the Pre-Paid Mobile Broadband service.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

Acceptable Use Policy

Introduction

4.35 You must comply with this acceptable use policy when you use your Telstra Pre-Paid Mobile Broadband service.

4.36 A reference to "you" in this acceptable use policy includes a reference to your officers, employees, contractors, agents and anyone else (other than us or our representatives) who uses the service. If you are a group administrator, it also includes your group members.

4.37 A reference to "us" in this acceptable use policy includes a reference to Telstra or

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our related bodies corporate which provide the relevant service.

What you cannot use the service for

4.38 You must not use the service, attempt to use the service or allow the service to be used in any way:

Your breach of Our Customer Terms or law

(a) which causes you to breach any applicable part of Our Customer Terms, or to breach a law (including a foreign law), a code or an instrument which governs your conduct;

Our breach of law

(b) which could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;

Our liability to third parties

(c) which could result in us incurring a liability to any person;

Interference

(d) which could interfere with the service, our networks or equipment or those of another person, or the provision by us of services to you or another person;

Our reputation or brand

(e) to engage in conduct or activities that we consider could adversely affect or prejudice the Telstra reputation or brand; or

Usage limits

(f) which attempts to manipulate or bypass any limitations on the service by any means.

Remedial Action

4.39 If you breach this acceptable use policy, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so.

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4.40 The types of remedial action which we may take include:

- (a) for a serious breach, immediately terminating or suspending your service;
- (b) for a non-serious breach where the consequences are serious, immediately terminating or suspending your service;
- (c) for all other breaches, immediately suspending your service and then terminating the service if you do not remedy the breach;
- (d) if your service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;
- (e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;
- (f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending your service; and
- (g) reporting of the activities or conduct to relevant authorities.

4.41 If it is reasonably possible for us to do so, we will tell you before we terminate or suspend your Pre-Paid Mobile Broadband service under this clause.

BitTorrent and multi-thread usage

4.42 In some cases, if you use multi-thread applications or other similar Peer-2-Peer or data intensive applications, such as BitTorrent, we may need to limit your ability to use such applications on your Telstra Pre-Paid Mobile Broadband service for a period we reasonably consider necessary if the use of these applications affects the quality of our service. If this happens (other than for routine maintenance, restoration, improvement work or short term network outages affecting the service for 48 hours or less), we will give you notice as soon as practicable and if you can demonstrate to us that you are materially worse off as a result, you may terminate your service by giving us notice within 30 days of our notice to you.

4.43 If you terminate your service under this clause:

- (a) your service will be terminated from the date the change takes effect; and
- (b) we will refund you the balance of your account as at the date your service was terminated.

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Technical support for your Telstra Pre-Paid Mobile Broadband service

4.44 You can call Customer Service on 125 8880 (call charges apply) for technical support services over the phone for problems with your Telstra Pre-Paid Mobile Broadband service.

Maintenance

4.45 If you get your Pre-Paid Mobile Broadband starter pack (including equipment) from us or our authorised dealers:

- (a) we will service and maintain the equipment in your Pre-Paid Mobile Broadband starter pack and keep it free from any defects in workmanship and materials associated with normal use, during the maintenance period (subject to availability of suitable parts, components, materials and labour); and
- (b) if for any reason the equipment does not work within the maintenance period, we may at our sole discretion repair, refurbish or replace all or part of the equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.

maintenance period means:

- (a) for new customers, 12 months from the date on which we deliver the equipment to you; or
- (b) for existing customers obtaining new equipment from us, 12 months from the date we provide the equipment to you.

4.46 We may sometimes need to remotely upgrade the equipment connected to the broadband network, to ensure the security, correct operation and performance of that device on the service. During a firmware upgrade, you may experience a short service interruption.

4.47 Subject to clause 4.49, we are only responsible for servicing and maintaining the equipment under clause 4.46 if:

- (c) you tell us about the defect during the maintenance period and follow the procedures for requesting maintenance services, which include returning to the place where you purchased your equipment and producing your equipment and your receipt as proof of purchase;

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- (d) we supplied the relevant equipment (including new or refurbished equipment) or our authorised dealer supplied new equipment;
- (e) the equipment has been used and maintained in accordance with our instructions and has not been modified in any way; and
- (f) the equipment has only been used with our broadband network or service.

This clause is not intended to limit your rights under consumer protection legislation.

4.48 Also, subject to clause 449, we are not responsible for servicing and maintaining the equipment under clause 4.46 if the equipment is defective or does not work due to:

- (g) any abuse, misuse or neglect of the equipment; any accident by you or a someone else; any improper maintenance or service; or any unusual hazards affecting the equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
- (h) electrical supply problems or if you do not provide a suitable environment for the equipment; or
- (i) any natural disaster (including floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

4.49 These maintenance terms:

- (j) no longer apply if your service is terminated before the end of the maintenance period; and
- (k) are in addition to any rights you have under consumer protection legislation which cannot be excluded, including those under the Competition & Consumer Act 2010.

Software Licence

4.50 We may supply software to you and grant you a revocable non-exclusive licence to use the software on these terms.

4.51 If we supply software to you, you must:

- (a) only use it (including storing, loading, installing, executing or displaying it on a computer) with the service;

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- (b) only use it in accordance with our reasonable directions from time to time;
- (c) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;
- (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the software; create any derivative work of the software; merge the software with any other software; or change the software in whole or in part, except as permitted under the *Copyright Act 1968 (Cth)*; and
- (e) not alter or remove any copyright or other intellectual property notifications applied to the software.

5 Telstra Pre-Paid SIM for Apple iPad

Not available to new activations or transfers on and from 1 July 2014

What you receive

- 5.1 The Telstra Pre-Paid iPad service is a pre-paid Next G network data service using a micro-SIM, nano-SIM or any other type of SIM Telstra provides to you which is specifically promoted for use in an Apple iPad device.
- 5.2 We provide the following features as part of the Telstra Pre-Paid iPad service:
 - (a) data service as set out below; and
 - (b) calls to 000 Emergency services when the SIM card provided with your Telstra Pre-Paid iPad service is removed from the iPad device and placed into a compatible mobile phone.
- 5.3 Except for features listed in clause 5.2 above and unless notified by us otherwise, we do not provide you any other feature/service (e.g. email address, web storage, etc) with your Telstra Pre-Paid iPad service.

Registering your service

- 5.4 When you register your Telstra Pre-Paid iPad service, you must select relevant the Telstra Pre-Paid SIM for iPad and provide us with your name, address, details of your intended use of the service and any other information and identification reasonably requested by us. You must also tell us of any change to your name or address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or information

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from you after you have registered, provided that our request is reasonable. If you are under 18 years of age, you must have the consent of your parent or a responsible adult to register and use the Telstra Pre-Paid iPad service.

5.5 When you register your Telstra Pre-Paid SIM for iPad service, you must provide us with a valid email address which may be used by us to communicate any changes to your Telstra Pre-Paid iPad service. You must also tell us of any change to your email address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply)

5.6 We will activate your Telstra Pre-Paid iPad service once you have registered it.

Included credit

5.7 If you buy a Telstra Pre-Paid SIM for iPad starter kit, any included credit will be available after registration of your service. Your included credit cannot be redeemed for cash.

Period for using the service

5.8 Your Telstra Pre-Paid SIM for iPad starter kit specifies the network access period during which you can use the service features, once registered. The date on which the network access period ends is the credit expiry date.

5.9 You can find out your credit expiry date for your Telstra Pre-Paid iPad service at any time by using My Account by visiting my prepaid.telstra.com/ipad from your iPad.

5.10 Your Telstra Pre-Paid iPad service enters a recharge only period after the credit expiry date.

Recharging to increase your account balance

5.11 You can increase your Telstra Pre-Paid iPad service account balance at any time before the end of your credit expiry date or the recharge only period by:

- (a) purchasing and activating additional Telstra Pre-Paid recharge cards or vouchers from selected outlets; or
- (b) recharging by credit card; or
- (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service from another Telstra Pre-Paid service or Telstra Post-Paid mobile service using the Credit Me2U feature; and

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- (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please see the Pricing Guide in your starter pack for more information about the service.

Refer to your Telstra Pre-Paid iPad service Pricing Guide for more information on where you can purchase a recharge card or voucher and how to activate a recharge card or voucher.

- 5.12 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non-refundable. Telstra Pre-Paid recharge cards and vouchers must be activated before the use by date printed on them.
- 5.13 Your Telstra Pre-Paid iPad service account balance must not exceed \$4,999 at any time.

Your credit if your service is cancelled

- 5.14 If you cancel your Telstra Pre-Paid iPad service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

When your account credit expires

- 5.15 If you are a Telstra Pre-Paid iPad service customer and your account balance is or becomes insufficient to cover use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid iPad service to you and will terminate any session, feature or service in progress, except for calls made to 000 when the SIM card provided with your Telstra Pre-Paid iPad service is removed from the iPad device and placed into a compatible mobile phone.

Recharge only period

- 5.16 When your Telstra Pre-Paid iPad service is in recharge only period, you cannot use any other features or our services, except make calls to 000 when the SIM provided with your Telstra Pre-Paid iPad service is removed from the iPad device and placed into a compatible mobile phone.
- 5.17 If you do not recharge your Telstra Pre-Paid iPad service during your recharge only period, your service will be disconnected.
- 5.18 The length of your recharge only period is 6 months.

Charges

- 5.19 We will debit your Telstra Pre-Paid iPad service account in accordance with the

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charges set out below when you use your service.

- 5.20 Due to systems constraints, any usage charges may take up to 48 hours to reach your Telstra Pre-Paid iPad service account.

Charges for Telstra Pre-Paid iPad Mobile Broadband service in Australia on and from 28 May 2010.

- 5.21 We charge you the following rates for your Telstra Pre-Paid iPad service in Australia. Your data rate and effective allowance are determined by your most recent recharge amount.

Recharge Amount	Data Rate per MB (charged per kB or part)	Effective Allowance (MB)	Recharge credit expiry
\$5	5c	100	30 days
\$10	5c	200	30 days
\$15	5c	300	30 days
\$20	1.9531c	1024	30 days
\$30	0.9765c	3072	30 days
\$40	0.9765c	4096	30 days
\$50	0.9765c	5120	30 days
\$60	0.9765c	6144	30 days
\$80	0.8680c	9216	30 days
\$100	0.8138c	12288	30 days
\$180	1.4648c	12288	365 days

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); 1024 kilobytes = 1 megabyte (MB); and 1024 megabytes = 1 gigabyte (GB). Data usage is charged per kilobyte or part thereof.

- 5.22 You have a set period of time from your successful recharge to use the included credit as set out in clauses 5.21 above. Unused data credit after this time will expire. If you recharge your service before your credit expiry date, your new credit expiry

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date will be the longer of either:

- (a) the expiry date for your existing balance (before your recharged); or
 - (b) the expiry date for your new recharge amount.
- 5.23 Standard credit expiry rules apply for transfers using the Credit Me2U feature for denominations of \$20 and above. Different credit expiry rules apply for transfers using the Credit Me2U feature for denominations up to \$15. Please see clauses 5.27 to 5.30 (inclusive) for details.
- 5.24 For the avoidance of doubt, your recharge amount does not entitle you to a pre-determined volume of data. Rather, your recharge amount entitles you to a particular data rate per megabyte, as set out in the tables above for 30 days from the day of your recharge unless you recharge your service before the credit expiry date.
- 5.25 The charges for Telstra Pre-Paid iPad service in clause 5.21 are available when the SIM card included in your starter kit is inserted in the Apple iPad device. If the SIM card is inserted into any other device, any data usage will be charged in accordance with the latest Telstra Pre-Paid Mobile Broadband pricing set out in clause 4 above.

International Roaming charges

- 5.26 Using your Telstra Pre-Paid iPad service in foreign countries is simple and charging details are described in the [International Roaming](#) section of Our Customer Terms. International Roaming capability is automatically provisioned on your Telstra Pre-Paid iPad service. For details on countries and charging for using your Telstra Pre-Paid iPad service, please visit http://www.telstra.com.au/mobile/networks/internat_roaming.cfm

Credit Me2U

- 5.27 The Credit Me2U feature allows credit to be transferred from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service to your Telstra Pre-Paid iPad service.
- 5.28 If your Telstra Pre-Paid iPad service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature, your data rate will not change.
- 5.29 If:
- (a) your Telstra Pre-Paid iPad service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U

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feature; and

- (b) the credit expiry date on your Telstra Pre-Paid iPad service account balance is 14 days or more at the date of the Credit Me2U transfer,

the existing credit expiry date on your Telstra Pre-Paid iPad service account will not change.

5.30 If:

- (a) your Telstra Pre-Paid iPad service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and
- (b) the credit expiry date on your Telstra Pre-Paid iPad service account balance is less than 14 days at the date of the Credit Me2U transfer,

the credit expiry date on your Telstra Pre-Paid iPad service account will change to 14 days.

Changes to the service

- 5.31 We may withdraw or modify the provision of the Telstra Pre-Paid iPad service at any time in accordance with section 2 – Changing Our Customer Terms – Pre-Paid Mobile Customers.

FairPlay Policy

- 5.32 Our FairPlay Policy applies to your use of the Telstra Pre-Paid iPad service. Our FairPlay Policy is set out in Part A – General of the Telstra Mobile section of Our Customer Terms.

- 5.33 For the avoidance of doubt, references to “mobile service” and “mobile phone” in Our FairPlay Policy include the Telstra Pre-Paid iPad service and the iPad device for use in connection with the Telstra Pre-Paid iPad service.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

Acceptable Use Policy

Introduction

- 5.34 You must comply with this acceptable use policy when you use your Telstra Pre-Paid iPad service.

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5.35 A reference to "you" in this acceptable use policy includes a reference to your officers, employees, contractors, agents and anyone else (other than us or our representatives) who uses the service. If you are a group administrator, it also includes your group members.

5.36 A reference to "us" in this acceptable use policy includes a reference to Telstra or our related bodies corporate which provide the relevant service.

What you cannot use the service for

5.37 You must not use the service, attempt to use the service or allow the service to be used in any way:

Your breach of Our Customer Terms or law

(a) which causes you to breach any applicable part of Our Customer Terms, or to breach a law (including a foreign law), a code or an instrument which governs your conduct;

Our breach of law

(b) which could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;

Our liability to third parties

(c) which could result in us incurring a liability to any person;

Interference

(d) which could interfere with the service, our networks or equipment or those of another person, or the provision by us of services to you or another person;

Our reputation or brand

(e) to engage in conduct or activities that we consider could adversely affect or prejudice the Telstra reputation or brand; or

Usage limits

(f) which attempts to manipulate or bypass any limitations on the service by any means.

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Remedial Action

- 5.38 If you breach this acceptable use policy, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so.
- 5.39 The types of remedial action which we may take include:
- (a) for a serious breach, immediately terminating or suspending your service;
 - (b) for a non-serious breach where the consequences are serious, immediately terminating or suspending your service;
 - (c) for all other breaches, immediately suspending your service and then terminating the service if you do not remedy the breach;
 - (d) if your service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;
 - (e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;
 - (f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending your service; and
 - (g) reporting of the activities or conduct to relevant authorities.
- 5.40 We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.

BitTorrent and multi-thread usage

- 5.41 In some cases, if you use multi-thread applications or other similar Peer-2-Peer or data intensive applications, such as BitTorrent, we may need to limit your ability to use such applications on your Telstra Pre-Paid iPad service for a period we reasonably consider necessary if the use of these applications affects the quality of our service. If this happens (other than for routine maintenance, restoration, improvement work or short term network outages affecting the service for 48 hours or less), we will give you notice as soon as practicable and if you can demonstrate to us that you are materially worse off as a result, you may terminate your service by giving us notice within 30 days of our notice to you.
- 5.42 If you terminate your service under this clause:

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- (l) your service will be terminated from the date the change takes effect; and
- (m) we will refund you the balance of your account as at the date your service was terminated.

Technical support for your Telstra Pre-Paid iPad Mobile Broadband service

- 5.43 You can call Customer Service on 125 8880 (call charges apply) for technical support services over the phone for problems with your Telstra Pre-Paid iPad service.

6 Telstra Pre-Paid Data+ Cap Service

Not available to new activations or transfers on and from 1 July 2014

What you receive

- 6.1 The Telstra Data+ Cap service is a pre-paid Next G® service for use in a Next G® compatible tablet device.
- 6.2 We provide the following features as part of the Telstra Pre-Paid Data+ Cap service for applicable pre-paid data devices:
 - (a) data service as set out below;
 - (b) voice calling (national direct calls, international direct calls, directory assistance calls ,1800 services, call waiting, calling number display, 13 and 1300 services and 016 services) , operator assisted and info calls (eg most 12xx numbers),;
 - (c) short message service (SMS);
 - (d) Multimedia Messaging Service (MMS);
 - (e) calls to 000 Emergency services; and
 - (f) premium SMS services;
- 6.3 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.
- 6.4 Except for features listed in clause 6.2 above and unless notified by us otherwise,

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we do not provide you any other feature/service e.g. calls to premium numbers (eg 19xx numbers), email address, web storage, unmetered access to BigPond websites etc with your Telstra Pre-Paid Data+ Cap service.

Registering your service

- 6.5 When you register your Telstra Pre-Paid Data+ Cap service, you must select the Telstra Pre-Paid Data+ Cap service and provide us with your name, address, email address, details of your intended use of the service and any other information and identification reasonably requested by us. You must also tell us of any change to your name or address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or information from you after you have registered, provided that our request is reasonable. If you are under 18 years of age, you must have the consent of your parent or a responsible adult to register and use the Telstra Pre-Paid Data+ Cap service.
- 6.6 We will activate your Telstra Pre-Paid Data+ Cap service once you have registered it.

Included credit

- 6.7 If you buy a Telstra Pre-Paid Data+ Cap service starter pack, any included credit or start up data allowance will be available after registration of your service. Your included credit/data cannot be redeemed for cash.

Period for using the service

- 6.8 Your Telstra Pre-Paid Data+ Cap service starter pack specifies the network access period during which you can use the service features, once registered. The date on which the network access period ends is the credit expiry date.
- 6.9 You can find out your credit expiry date for your Telstra Pre-Paid Data+ Cap service at any time by using the My Account icon on your device or via <http://myprepaid.telstra.com/mbb> on the device browser.
- 6.10 Your Telstra Pre-Paid Data+ Cap service enters a recharge only period after the credit expiry date.

Recharging to increase your account balance

- 6.11 You can increase your Telstra Pre-Paid Data+ Cap service account balance at any time before the end of your credit expiry date or the recharge only period by:
- (a) purchasing and activating additional Telstra Pre-Paid recharge cards or

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vouchers from selected outlets; or

- (b) recharging by credit card; or
- (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service from another Telstra Pre-Paid service or Telstra Post-Paid mobile service using the Credit Me2U® feature; or
- (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please see your Getting Started Guide in your starter pack more information about the service; or
- (e) making a payment via BPay; or
- (f) making a payment via PayPal. Please go to www.telstra.com/ppmbb for more information about the service, including terms and conditions of use and how to register.

Refer to your Telstra Pre-Paid Data+ Cap Service Pricing Brochure and Getting Started Guide for more information on where you can purchase a recharge card or voucher and how to activate a recharge card or voucher.

- 6.12 You may activate a Telstra Pre-Paid recharge card or voucher for your Telstra Pre-Paid Data+ Cap service by using the My Account icon on your device or via <http://myprepaid.telstra.com/mbb> on the device browser.
- 6.13 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non-refundable. Telstra Pre-Paid recharge cards and vouchers must be activated before the use by date printed on them.
- 6.14 Your Telstra Pre-Paid Telstra Pre-Paid Data+ Cap service account balance must not exceed \$4,999 at any time.

Your credit if your service is cancelled

- 6.15 If you cancel your Telstra Pre-Paid Data+ Cap service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

When your account credit expires

- 6.16 If you are a Telstra Pre-Paid Data+ Cap service customer and your account balance is or becomes insufficient to cover use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid Data+ Cap service to you and will

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terminate any session, feature or service in progress, except for:

- (a) calls made to 000 Emergency services; and
- (b) access to My Account icon or <http://myprepaid.telstra.com/mbb> on the device browser.

Recharge only period

- 6.17 When your Telstra Pre-Paid Data+ Cap service is in recharge only period, you cannot use any other features or our services, except:
- (a) to make calls to 000 when the SIM card provided with your Telstra Pre-Paid Data+ Cap service is used with a compatible device; and
 - (b) access to My Account icon or <http://myprepaid.telstra.com/mbb> on the device browser..
- 6.18 If you do not recharge your Telstra Pre-Paid Data+ Cap service during your recharge only period, your service will be disconnected and your number will be reallocated to another customer. You will receive an SMS warning you of this 32 days (if applicable) and then 8 days before your recharge only period ends.
- 6.19 The length of your recharge only period is 6 months.

Charges

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

Recharge Amount	Data Rate per MB	Effective Allowance	Expiry
\$20	8c	up to 250MB	21
\$30	4.29c	up to 700MB	30
\$40	3.91c	up to 1GB	30
\$50	1.63c	up to 3GB	30

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\$80	1.95c	up to 4GB	60
\$100	1.63c	up to 6GB	90
\$140	1.71c	Up to 8GB	180
\$180	1.46c	up to 12GB	365

Call Rates	
Standard national voice call rate (plus 35c connection fee)	35c
Standard national voice call rate (plus 35c connection fee)	40c /30 secs
Text messages (SMS) message sent to each recipient in Australia	Standard charges for text messages (SMS) in Australia apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.

Calls and SMS

- 6.21 If your device is compatible, or when the SIM card provided with your Telstra Pre-Paid Data+ Cap service is used with a compatible device, you may use credit for calls or SMS in accordance with the rules 6.2 above. We will not charge you for any calls to numbers commencing with 1800.
- 6.22 Due to systems constraints, any text and data usage charges may take up to 48 hours to reach your Telstra Pre-Paid Data+ Cap. Text message and premium SMS charges are set out above or in [Part E – SMS and Messaging](#) of the Telstra Mobile section of Our Customer Terms.

To see these charges – home and family customers [click here](#); business and government customers [click here](#).

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Bonus Credit

6.23 We will give you Bonus Credit for recharging in accordance with the table below and the following Bonus Credit value rules

- Bonus Credit can be used for standard national calls, SMS and MMS to Australian and international number and excludes calls/SMS to satellite numbers, premium numbers (eg 19xx numbers), operator assisted and info calls (eg most 12xx numbers), content charges (including 3rd party charges), MessageBank, diverted calls and use while overseas.
- All data usage will be deducted from the recharge value at the rate defined by the latest recharge.
- All data will be charged per Megabyte
- All initial call and SMS/MMS usage is detracted from the “Bonus Credit” amount.
- Once the Bonus Credit is depleted, subsequent call and SMS/MMS will be deducted from any remaining recharge credit at the rates set out above.
- All credit expiry rules stay as current business as usual.

Recharge Bands

Recharge Amount	Data Rate per MB	Expiry
\$0.01 - \$19.99	25c	14 days
\$20.00 - \$29.99	8c	21 days
\$30.00 - \$39.99	4.29c	30 days
\$40.00 - \$49.99	3.91c	30 days
\$50.00 - \$79.99	1.63c	30 days
\$80.00 - \$99.99	1.95c	60 days
\$100.00 - \$139.99	1.63c	90 days
\$140.00 - \$179.99	1.71c	180 days
\$180 - \$200.00	1.46c	365 days

When calculating data volumes:

- where the volume of data transferred is not a whole number of megabytes, it is rounded up to the next megabyte at the earlier of the end of each session or 24 hours; and
- 1024 kilobytes = 1 megabyte (MB); and 1024 megabytes = 1 gigabyte (GB). Data usage is charged per megabyte or part thereof.

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- 6.24 You have a set period of time from your successful recharge to use the included credit as set out in the tables above. Unused data credit after this time will expire. If you recharge your service before your credit expiry date, your new credit expiry date will be the later of either:
- (a) the expiry date for your existing balance (before your recharged); or
 - (b) the expiry date for your new recharge amount.
- 6.25 Different credit expiry rules apply for transfers using the Credit Me2U feature. Please see clauses 6.29 to 6.39 (inclusive) for details.
- 6.26 For the avoidance of doubt, your recharge amount does not entitle you to a pre-determined volume of data. Rather, your recharge amount entitles you to a particular data rate per megabyte, as set out above.
- 6.27 The charges for Telstra Pre-Paid Data+ Cap data services are available when the SIM card included in your starter pack is registered for the Telstra Pre-Paid Data+ Cap service. These charges will not apply when any other SIM card is used.

International Roaming charges

- 6.28 Using your Telstra Pre-Paid Data+ Cap service in foreign countries is simple and charging details are described in the [International Roaming](#) section of Our Customer Terms. International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile service. For details on countries and charging for using your Telstra Pre-Paid service, please visit http://www.telstra.com.au/mobile/networks/internat_roaming.cfm

Reprogramming

- 6.29 Devices provided by Telstra for the Telstra Pre-Paid Data+ Cap service may be programmed to operate only on the Telstra network. You will need to pay an unlocking fee to use such devices on other networks.

Credit Me2U

- 6.30 The Credit Me2U feature allows you to use your Telstra Pre-Paid Data+ Cap service to transfer credit from your service to another Telstra Pre-Paid service.
- 6.31 The Credit Me2U feature allows credit to be transferred from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service to your Telstra Pre-Paid Data+ Cap service.

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- 6.32 You can transfer any whole dollar amount between \$1 and \$10. A maximum of \$10 can be transferred from your Telstra Pre-Paid Data+ Cap service to another Telstra Pre-Paid service in any 24 hour period.
- 6.33 If you are a Telstra Pre-Paid Data+ Cap customer, you can use the Credit Me2U feature from the My Account in the Connection Manager or via <http://myprepaid.telstra.com/mbb> on the device browser.
- 6.34 If your Telstra Pre-Paid Data+ Cap service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature, your data rate will not change.
- 6.35 If:
- (a) your Telstra Pre-Paid Data+ Cap service or a Telstra Post-Paid mobile service receives credit from another Telstra Pre-Paid service using the Credit Me2U feature; and
 - (b) the credit expiry date on your main account balance is 14 days or more at the date of the Credit Me2U transfer,
- the existing credit expiry date on your Telstra Pre-Paid Data+ Cap account will not change.
- 6.36 If:
- (a) your Telstra Pre-Paid Data+ Cap service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and
 - (b) the credit expiry date on your main account balance is less than 14 days at the date of the Credit Me2U transfer,
- the credit expiry date on your Telstra Pre-Paid Data+ Cap account will change to 14 days.
- 6.37 Before a credit amount is transferred from your Telstra Pre-Paid service to another Telstra Pre-Paid service, you will be asked via a text message from us to authorise the transaction. Once you have authorised the transaction, the credit transfer will proceed and cannot be reversed.
- 6.38 When the credit has been transferred, the Telstra Pre-Paid service to which the credit has been transferred will be notified by text message of the amount transferred, their new credit expiry date and the mobile number that requested the

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transfer credit.

- 6.39 We charge you 25¢ (incl GST) for each successful credit transfer you make using the Credit Me2U feature.

Changes to the service

- 6.40 We may withdraw or modify the provision of the Telstra Pre-Paid service at any time in accordance with section 2 – Changing Our Customer Terms – Pre-Paid Mobile Customers.

FairPlay Policy

- 6.41 Our FairPlay Policy applies to your use of the service. Our FairPlay Policy is set out in Part A – General of the Telstra Mobile section of Our Customer Terms.
- 6.42 For the avoidance of doubt, references to “mobile service” and “mobile phone” in Our FairPlay Policy include the Pre-Paid Data+ Cap service and any device provided by Telstra for use in connection with the Pre-Paid Data+ Cap service.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

Acceptable Use Policy

Introduction

- 6.43 You must comply with this acceptable use policy when you use your Telstra Pre-Paid Data+ Cap service.
- 6.44 A reference to "you" in this acceptable use policy includes a reference to your officers, employees, contractors, agents and anyone else (other than us or our representatives) who uses the service. If you are a group administrator, it also includes your group members.
- 6.45 A reference to "us" in this acceptable use policy includes a reference to Telstra or our related bodies corporate which provide the relevant service.

What you cannot use the service for

- 6.46 You must not use the service, attempt to use the service or allow the service to be used in any way:

Your breach of Our Customer Terms or law

- (a) which causes you to breach any applicable part of Our Customer Terms, or to

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breach a law (including a foreign law), a code or an instrument which governs your conduct;

Our breach of law

(b) which could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;

Our liability to third parties

(c) which could result in us incurring a liability to any person;

Interference

(d) which could interfere with the service, our networks or equipment or those of another person, or the provision by us of services to you or another person;

Our reputation or brand

(e) to engage in conduct or activities that we consider could adversely affect or prejudice the Telstra reputation or brand; or

Usage limits

(f) which attempts to manipulate or bypass any limitations on the service by any means.

Remedial Action

6.47 If you breach this acceptable use policy, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so.

6.48 The types of remedial action which we may take include:

(a) for a serious breach, immediately terminating or suspending your service;

(b) for a non-serious breach where the consequences are serious, immediately terminating or suspending your service;

(c) for all other breaches, immediately suspending your service and then terminating the service if you do not remedy the breach;

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(d) if your service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;

(e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;

(f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending your service; and

(g) reporting of the activities or conduct to relevant authorities.

6.49 We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.

BitTorrent and multi-thread usage

6.50 In some cases, if you use multi-thread applications or other similar Peer-2-Peer or data intensive applications, such as BitTorrent, we may need to limit your ability to use such applications on your Telstra Pre-Paid Data+ Cap service for a period we reasonably consider necessary if the use of these applications affects the quality of our service. If this happens (other than for routine maintenance, restoration, improvement work or short term network outages affecting the service for 48 hours or less), we will give you notice as soon as practicable and if you can demonstrate to us that you are materially worse off as a result, you may terminate your service by giving us notice within 30 days of our notice to you.

6.51 If you terminate your service under this clause:

(n) your service will be terminated from the date the change takes effect; and

(o) we will refund you the balance of your account as at the date your service was terminated.

Technical support for your Telstra Pre-Paid Data+ Cap service

6.52 You can call Customer Service on 125 8880 (call charges apply) for technical support services over the phone for problems with your Telstra Pre-Paid Data+ Cap service.

Maintenance

6.53 If you get your Pre-Paid Data+ Cap starter pack (including equipment) from us or our authorised dealers:

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- (p) we will service and maintain the equipment in your Pre-Paid Data+ Cap starter pack and keep it free from any defects in workmanship and materials associated with normal use, during the maintenance period (subject to availability of suitable parts, components, materials and labour); and
- (q) if for any reason the equipment does not work within the maintenance period, we may at our sole discretion repair, refurbish or replace all or part of the equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.

maintenance period means:

- (a) for new customers, 12 months from the date on which we deliver the equipment to you; or
- (b) for existing customers obtaining new equipment from us, 12 months from the date we provide the equipment to you.

6.54 We may sometimes need to remotely upgrade the equipment connected to the broadband network, to ensure the security, correct operation and performance of that device on the service. During a firmware upgrade, you may experience a short service interruption.

6.55 Subject to clause 6.56, we are only responsible for servicing and maintaining the equipment under clause 6.52 if:

- (r) you tell us about the defect during the maintenance period and follow the procedures for requesting maintenance services, which include returning to the place where you purchased your equipment and producing your equipment and your receipt as proof of purchase;
- (s) we supplied the relevant equipment (including new or refurbished equipment) or our authorised dealer supplied new equipment;
- (t) the equipment has been used and maintained in accordance with our instructions and has not been modified in any way; and
- (u) the equipment has only been used with our broadband network or service.

This clause is not intended to limit your rights under consumer protection legislation.

6.56 Also, subject to clause 6.56, we are not responsible for servicing and maintaining the equipment under clause 6.52 if the equipment is defective or does not work due to:

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- (v) any abuse, misuse or neglect of the equipment; any accident by you or a someone else; any improper maintenance or service; or any unusual hazards affecting the equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
- (w) electrical supply problems or if you do not provide a suitable environment for the equipment; or
- (x) any natural disaster (including floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

6.57 These maintenance terms:

- (y) no longer apply if your service is terminated before the end of the maintenance period; and
- (z) are in addition to any rights you have under consumer protection legislation which cannot be excluded, including those under the Competition & Consumer Act 2010.

Software Licence

6.58 We may supply software to you and grant you a revocable non-exclusive licence to use the software on these terms.

6.59 If we supply software to you, you must:

- (a) only use it (including storing, loading, installing, executing or displaying it on a computer) with the service;
- (b) only use it in accordance with our reasonable directions from time to time;
- (c) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;
- (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the software; create any derivative work of the software; merge the software with any other software; or change the software in whole or in part, except as permitted under the *Copyright Act 1968 (Cth)*; and
- (e) not alter or remove any copyright or other intellectual property notifications applied to the software.

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7 Telstra Pre-Paid Mobile Broadband

Not available to new activations or transfers on and from 1 July 2014

What you receive

- 7.1 The Telstra Pre-Paid Mobile Broadband service is a pre-paid Next G service. As of 20 July 2010, any reference to the Telstra Pre-Paid Wireless Broadband service will be a reference to the Telstra Pre-Paid Mobile Broadband service.
- 7.2 We provide the following features as part of the Telstra Pre-Paid Mobile Broadband service if your device supports the following features or when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device:
- (a) data service
 - (b) voice calling (national direct calls, international direct calls, directory assistance calls ,1800 services, call waiting, calling number display, 13 and 1300 services and 016 services) , operator assisted and info calls (eg most 12xx numbers);
 - (c) short message service (SMS);
 - (d) premium SMS services;
 - (e) Multimedia Messaging Service (MMS); and
 - (f) calls to 000 Emergency services
- 7.3 Except for features listed in clause 4.2 above and unless notified by us otherwise, we do not provide you any other feature/service e.g. calls to premium numbers (eg 19xx numbers), email address, web storage, unmetered access to BigPond websites etc with your Telstra Pre-Paid Mobile Broadband service.

Registering your service

- 7.4 When you register your Telstra Pre-Paid Mobile Broadband service, you must select the Telstra Pre-Paid Mobile Broadband service and provide us with your name, address, details of your intended use of the service and any other information and identification reasonably requested by us. You must also tell us of any change to your name or address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or

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information from you after you have registered, provided that our request is reasonable. If you are under 18 years of age, you must have the consent of your parent or a responsible adult to register and use the Telstra Pre-Paid Mobile Broadband service.

7.5 When you register your Telstra Pre-Paid Mobile Wi-Fi service, you must provide us with a valid email address which may be used by us to communicate any changes to your Telstra Pre-Paid Mobile Broadband service. You must also tell us of any change to your email address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply).

7.6 We will activate your Telstra Pre-Paid Mobile Broadband service once you have registered it.

Included credit

7.7 If you buy a Telstra Pre-Paid Mobile Broadband starter pack, any included credit or start up data allowance will be available after registration of your service. Your included credit/data cannot be redeemed for cash.

Period for using the service

7.8 Your Telstra Pre-Paid Mobile Broadband starter pack specifies the network access period during which you can use the service features, once registered. The date on which the network access period ends is the credit expiry date.

7.9 You can find out your credit expiry date for your Telstra Pre-Paid Mobile Broadband service at any time by using the My Account in the Connection Manager or via <http://myprepaid.telstra.com/mbb>.

7.10 Your Telstra Pre-Paid Mobile Broadband service enters a recharge only period after the credit expiry date.

Recharging to increase your account balance

7.11 You can increase your Telstra Pre-Paid Mobile Broadband account balance at any time before the end of your credit expiry date or the recharge only period by:

- (a) purchasing and activating additional Telstra Pre-Paid recharge cards or vouchers from selected outlets; or
- (b) recharging by credit card; or
- (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service from another Telstra Pre-Paid service or Telstra Post-Paid mobile

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service using the Credit Me2U® feature; or

- (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please see your Getting Started Guide in your starter pack more information about the service; or
- (e) making a payment via BPay; or
- (f) making a payment via PayPal. Please go to www.telstra.com/ppmbb for more information about the service, including terms and conditions of use and how to register.

Refer to your Telstra Pre-Paid Mobile Broadband Pricing Brochure and Getting Started Guide for more information on where you can purchase a recharge card or voucher and how to activate a recharge card or voucher.

- 7.12 You may activate a Telstra Pre-Paid recharge card or voucher for your Telstra Pre-Paid Mobile Broadband service by using My Account in the Connection Manager or via <http://myprepaid.telstra.com/mbb> from your service.
- 7.13 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non - refundable. Telstra Pre-Paid recharge cards and vouchers must be activated before the use by date printed on them.
- 7.14 Your Telstra Pre-Paid Telstra Pre-Paid Mobile Broadband account balance must not exceed \$4,999 at any time.

Your credit if your service is cancelled

- 7.15 If you cancel your Telstra Pre-Paid Mobile Broadband service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

When your account credit expires

- 7.16 If you are a Telstra Pre-Paid Mobile Broadband customer and your account balance is or becomes insufficient to cover use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid Mobile Broadband service to you and will terminate any session, feature or service in progress, except for:
 - (a) calls made to 000 when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
 - (b) access to My Account either via the Connection Manager or

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<http://myprepaid.telstra.com/mbb>.

Recharge only period

- 7.17 When your Telstra Pre-Paid Mobile Broadband service is in recharge only period, you cannot use any other features or our services, except:
- (a) to make calls to 000 when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
 - (b) access to My Account either via the Connection Manager or <http://myprepaid.telstra.com/mbb>.
- 7.18 If you do not recharge your Telstra Pre-Paid Mobile Broadband service during your recharge only period, your service will be disconnected and your number will be reallocated to another customer. You will receive an SMS warning you of this 32 days (if applicable) and then 8 days before your recharge only period ends.
- 7.19 The length of your recharge only period is 6 months.

Charges

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

Recharge Amount	Data Rate per MB	Effective Allowance	Expiry
\$20	8c	up to 250MB	21
\$30	4.29c	up to 700MB	30
\$40	3.91c	up to 1GB	30
\$50	1.63c	up to 3GB	30
\$80	1.95c	up to 4GB	60
\$100	1.63c	up to 6GB	90

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\$140	1.71c	up to 8GB	180
\$180	1.46c	up to 12GB	365

Call Rates	
Standard national connection fee	35c
Standard national voice call rate (plus 35c connection fee)	40c /30 secs
Text messages (SMS) per message sent to each recipient in Australia	Standard charges for text messages (SMS) in Australia apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.

Calls and SMS

- 7.21 If your device is compatible, or when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device, you may use credit for calls or SMS in accordance with the 4.2 above. We will not charge you for any calls to numbers commencing with 1800.
- 7.22 Due to systems constraints, any text and data usage charges may take up to 48 hours to reach your Telstra Pre-Paid Mobile Broadband. Text message and premium SMS charges are set out above or in [Part E – SMS and Messaging](#) of the Telstra Mobile section of Our Customer Terms.

To see these charges – home and family customers [click here](#); business and government customers [click here](#).

Bonus Credit

- 7.23 We will give you Bonus Credit for recharging in accordance with the table below and the following Bonus Credit value rules:

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- Bonus Credit can be used for standard national calls, SMS and MMS to Australian and international number and excludes calls/SMS to satellite numbers, premium numbers (eg 19xx numbers), operator assisted and info calls (eg most 12xx numbers), content charges (including 3rd party charges), MessageBank, diverted calls and use while overseas.
- All data usage will be deducted from the recharge value at the rate defined by the latest recharge.
- All data will be charged per Megabyte
- All initial call and SMS/MMS usage is detracted from the “Bonus Credit” amount.
- Once the Bonus Credit is depleted, subsequent call and SMS/MMS will be deducted from any remaining recharge credit at the rates set out above.
- All credit expiry rules stay as current business as usual.

Recharge Bands

Recharge Amount	Data Rate per MB	Expiry
\$0.01 - \$19.99	25c	14 days
\$20.00 - \$29.99	8c	21 days
\$30.00 - \$39.99	4.29c	30 days
\$40.00 - \$49.99	3.91c	30 days
\$50.00 - \$79.99	1.63c	30 days
\$80.00 - \$99.99	1.95c	60 days
\$100.00 - \$139.99	1.63c	90 days
\$140.00 - \$179.99	1.71c	180 days
\$180.00 - \$200.00	1.46c	365 days

When calculating data volumes:

- where the volume of data transferred is not a whole number of megabytes, it is rounded up to the next megabyte at the earlier of the end of each session or 24 hours; and
- 1024 kilobytes = 1 megabyte (MB); and 1024 megabytes = 1 gigabyte (GB). Data usage is charged per megabyte or part thereof.

7.24 You have a set period of time from your successful recharge to use the included credit as set out in the tables above. Unused data credit after this time will expire. If you recharge your service before your credit expiry date, your new credit expiry date will be the later of either:

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- (a) the expiry date for your existing balance (before your recharged); or
 - (b) the expiry date for your new recharge amount.
- 7.25 Different credit expiry rules apply for transfers using the Credit Me2U feature. Please see clauses 4.29 to 4.40 (inclusive) for details.
- 7.26 For the avoidance of doubt, your recharge amount does not entitle you to a pre-determined volume of data. Rather, your recharge amount entitles you to a particular data rate per megabyte, as set out above.
- 7.27 The charges for Telstra Pre-Paid Mobile Broadband data services are available when the SIM card included in your starter pack is registered for the Telstra Pre-Paid Mobile Broadband service. These charges will not apply when any other SIM card is used.

International Roaming charges

- 7.28 Using your Telstra Pre-Paid Mobile Broadband service in foreign countries is simple and charging details are described in the [International Roaming](#) section of Our Customer Terms. International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile service. For details on countries and charging for using your Telstra Pre-Paid service, please visit http://www.telstra.com.au/mobile/networks/internat_roaming.cfm

Reprogramming

- 7.29 Devices provided by Telstra for the Telstra Pre-Paid Mobile Broadband service may be programmed to operate only on the Telstra network. You will need to pay an unlocking fee to use such devices on other networks.

Credit Me2U

- 7.30 The Credit Me2U feature allows you to use your Telstra Pre-Paid Mobile Broadband service to transfer credit from your service to another Telstra Pre-Paid service.
- 7.31 The Credit Me2U feature allows credit to be transferred from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service to your Telstra Pre-Paid Mobile Broadband service.
- 7.32 You can transfer any whole dollar amount between \$1 and \$10. A maximum of \$10 can be transferred from your Telstra Pre-Paid Mobile Broadband service to another

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Telstra Pre-Paid service in any 24 hour period.

7.33 If you are a Telstra Pre-Paid Mobile Broadband customer, you can use the Credit Me2U feature from My Account in the Connection Manager or at <http://myprepaid.telstra.com/mbb>.

7.34 If your Telstra Pre-Paid Mobile Broadband service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature, your data rate will not change.

7.35 If:

- (a) your Telstra Pre-Paid Mobile Broadband service or a Telstra Post-Paid mobile service receives credit from another Telstra Pre-Paid service using the Credit Me2U feature; and
- (b) the credit expiry date on your main account balance is 14 days or more at the date of the Credit Me2U transfer,

the existing credit expiry date on your Telstra Pre-Paid Mobile Broadband account will not change.

7.36 If:

- (a) your Telstra Pre-Paid Mobile Broadband service receives credit from another Telstra Pre-Paid service or a Telstra Post-Paid mobile service using the Credit Me2U feature; and
- (b) the credit expiry date on your main account balance is less than 14 days at the date of the Credit Me2U transfer,

the credit expiry date on your Telstra Pre-Paid Mobile Broadband account will change to 14 days.

7.37 If:

- (a) you use your Telstra Pre-Paid Mobile Broadband service to transfer credit from your service to a Telstra Pre-Paid mobile service on and from 4 November 2008; and
- (b) the credit expiry date on the Telstra Pre-Paid mobile service is 14 days or more at the date of the Credit Me2U transfer,

the existing credit expiry date of the main account balance of the Telstra Pre-Paid

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mobile service will not change.

7.38 If:

- (a) you use your Telstra Pre-Paid Mobile Broadband service to transfer credit from your service to a Telstra Pre-Paid mobile service on and from 4 November 2008; and
- (b) the credit expiry date on the Telstra Pre-Paid mobile service is less than 14 at the date of the Credit Me2U transfer,

the existing credit expiry date of the main account balance of the Telstra Pre-Paid mobile service will change to 14 days.

7.39 Before a credit amount is transferred from your Telstra Pre-Paid service to another Telstra Pre-Paid service, we will ask you to authorise the transaction. Once you have authorised the transaction, the credit transfer will proceed and cannot be reversed.

7.40 When the credit has been transferred, the Telstra Pre-Paid service to which the credit has been transferred will be notified by text message (if your device is capable of receiving text messages) of the amount transferred, their new credit expiry date and the mobile number that requested the transfer credit.

7.41 We charge you 25¢ (incl GST) for each successful credit transfer you make using the Credit Me2U feature.

Changes to the service

7.42 We may withdraw or modify the provision of the Telstra Pre-Paid service at any time in accordance with section 2 – Changing Our Customer Terms – Pre-Paid Mobile Customers.

FairPlay Policy

7.43 Our FairPlay Policy applies to your use of the service. Our FairPlay Policy is set out in Part A – General of the Telstra Mobile section of Our Customer Terms.

7.44 For the avoidance of doubt, references to “mobile service” and “mobile phone” in Our FairPlay Policy include the Pre-Paid Mobile Broadband service and any device provided by Telstra for use in connection with the Pre-Paid Mobile Broadband service.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

Part B – Pricing Plans – Pre Paid Pricing Plans

Acceptable Use Policy

Introduction

- 7.45 You must comply with this acceptable use policy when you use your Telstra Pre-Paid Mobile Broadband service.
- 7.46 A reference to "you" in this acceptable use policy includes a reference to your officers, employees, contractors, agents and anyone else (other than us or our representatives) who uses the service. If you are a group administrator, it also includes your group members.
- 7.47 A reference to "us" in this acceptable use policy includes a reference to Telstra or our related bodies corporate which provide the relevant service.

What you cannot use the service for

- 7.48 You must not use the service, attempt to use the service or allow the service to be used in any way:

Your breach of Our Customer Terms or law

(a) which causes you to breach any applicable part of Our Customer Terms, or to breach a law (including a foreign law), a code or an instrument which governs your conduct;

Our breach of law

(b) which could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;

Our liability to third parties

(c) which could result in us incurring a liability to any person;

Interference

(d) which could interfere with the service, our networks or equipment or those of another person, or the provision by us of services to you or another person;

Our reputation or brand

(e) to engage in conduct or activities that we consider could adversely affect or prejudice the Telstra reputation or brand; or

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Usage limits

(f) which attempts to manipulate or bypass any limitations on the service by any means.

Remedial Action

7.49 If you breach this acceptable use policy, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so.

7.50 The types of remedial action which we may take include:

(a) for a serious breach, immediately terminating or suspending your service;

(b) for a non-serious breach where the consequences are serious, immediately terminating or suspending your service;

(c) for all other breaches, immediately suspending your service and then terminating the service if you do not remedy the breach;

(d) if your service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;

(e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;

(f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending your service; and

(g) reporting of the activities or conduct to relevant authorities.

7.51 We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.

BitTorrent and multi-thread usage

7.52 In some cases, if you use multi-thread applications or other similar Peer-2-Peer or data intensive applications, such as BitTorrent, we may need to limit your ability to use such applications on your Telstra Pre-Paid Mobile Broadband service for a period we reasonably consider necessary if the use of these applications affects the quality of our service. If this happens (other than for routine maintenance,

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restoration, improvement work or short term network outages affecting the service for 48 hours or less), we will give you notice as soon as practicable and if you can demonstrate to us that you are materially worse off as a result, you may terminate your service by giving us notice within 30 days of our notice to you.

7.53 If you terminate your service under this clause:

- (aa) your service will be terminated from the date the change takes effect; and
- (bb) we will refund you the balance of your account as at the date your service was terminated.

Technical support for your Telstra Pre-Paid Mobile Broadband service

7.54 You can call Customer Service on 125 8880 (call charges apply) for technical support services over the phone for problems with your Telstra Pre-Paid Mobile Broadband service.

Maintenance

7.55 If you get your Pre-Paid Mobile Broadband starter pack (including equipment) from us or our authorised dealers:

- (cc) we will service and maintain the equipment in your Pre-Paid Mobile Broadband starter pack and keep it free from any defects in workmanship and materials associated with normal use, during the maintenance period (subject to availability of suitable parts, components, materials and labour); and
- (dd) if for any reason the equipment does not work within the maintenance period, we may at our sole discretion repair, refurbish or replace all or part of the equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.

maintenance period means:

- (a) for new customers, 12 months from the date on which we deliver the equipment to you; or
- (b) for existing customers obtaining new equipment from us, 12 months from the date we provide the equipment to you.

7.56 We may sometimes need to remotely upgrade the equipment connected to the

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broadband network, to ensure the security, correct operation and performance of that device on the service. During a firmware upgrade, you may experience a short service interruption.

- 7.57 Subject to clause 4.58, we are only responsible for servicing and maintaining the equipment under clause 4.54 if:
- (ee) you tell us about the defect during the maintenance period and follow the procedures for requesting maintenance services, which include returning to the place where you purchased your equipment and producing your equipment and your receipt as proof of purchase;
 - (ff) we supplied the relevant equipment (including new or refurbished equipment) or our authorised dealer supplied new equipment;
 - (gg) the equipment has been used and maintained in accordance with our instructions and has not been modified in any way; and
 - (hh) the equipment has only been used with our broadband network or service.

This clause is not intended to limit your rights under consumer protection legislation.

- 7.58 Also, subject to clause 4.58, we are not responsible for servicing and maintaining the equipment under clause 4.54 if the equipment is defective or does not work due to:
- (ii) any abuse, misuse or neglect of the equipment; any accident by you or a someone else; any improper maintenance or service; or any unusual hazards affecting the equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
 - (jj) electrical supply problems or if you do not provide a suitable environment for the equipment; or
 - (kk) any natural disaster (including floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

- 7.59 These maintenance terms:
- (ll) no longer apply if your service is terminated before the end of the maintenance period; and
 - (mm) are in addition to any rights you have under consumer protection legislation which cannot be excluded, including those under the Competition &

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Consumer Act 2010.

Software Licence

- 7.60 We may supply software to you and grant you a revocable non-exclusive licence to use the software on these terms.
- 7.61 If we supply software to you, you must:
- (a) only use it (including storing, loading, installing, executing or displaying it on a computer) with the service;
 - (b) only use it in accordance with our reasonable directions from time to time;
 - (c) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;
 - (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the software; create any derivative work of the software; merge the software with any other software; or change the software in whole or in part, except as permitted under the *Copyright Act 1968 (Cth)*; and
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the software.
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