

### Part E – SMS Messages and Email

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## Contents

Click on the section that you are interested in.

<b>1</b>	<b>About this Part</b>	<b>4</b>
<b>2</b>	<b>SMS (Short Message Service)</b>	<b>4</b>
	What is SMS?	4
	Availability	4
	Charges	4
	Not suitable for emergencies	6
	Delivery of SMS	6
<b>3</b>	<b>SMS Delivery Reports</b>	<b>6</b>
	What are SMS Delivery Reports?	6
	Availability	7
	Charges	7
	Limitations	7
<b>4</b>	<b>Premium SMS</b>	<b>8</b>
	What is Premium SMS?	8
	Eligibility	8
	Does the change affect all content?	9
	Barring	9
	Unsubscribe	9
	Charges - for all customers	10
	Spend limits - Telstra Pre-Paid customers	10
	Spend limits - Post paid customers	11
	No resupply	11
	Privacy	11
	Our liability for content	12
	Access to Deluxe (18 plus) services	12
	Complaints and enquiries	13
<b>5</b>	<b>MMS (Multimedia Messaging Service)</b>	<b>15</b>
	What is MMS?	15
	International MMS	16
	Charges – pre-paid customers	16
	Charges – post-paid customers	16
	Use	17
	Content	17
	Delivery	18
	Removal or reformatting of MMS content	18
	No guarantee of image quality	18
	Size restrictions	18
	Advertising and commercial use	18
	Faults	18
	MMS Content Subscriptions	19
	Eligibility for MMS Content Subscriptions	19
	Activating and cancelling your subscription	19

**Part E – SMS Messages and Email**

	Charges for Content Subscriptions	19	
<b>6</b>	<b>SMS Chat</b>	<b>20</b>	
<b>7</b>	<b>Instant messaging services</b>	<b>20</b>	
	(a) General terms applying to all instant messaging services	20	
	Message length	20	
	Use of the service	20	
	Suspension of use	21	
	Privacy and your phone number	21	
	Our Customer Service Commitment does not apply	21	
	(b) NineMSN Mobile Messaging	22	
	Charges for sending messages	22	
	Charges for messages sent to you	22	
	Limits on receiving messages	23	
<b>8</b>	<b>Text messaging for fixed phone services (including Talking Text messages)</b>	<b>23</b>	
	What is the text messaging service for fixed phone services?	23	
	Receiving, sending and replying to a text message	24	
	Charges	25	
	Delivery of text messages to fixed phone services	25	
	Use and content of text messages to fixed phone services	27	
	Security	28	
	Not suitable for emergencies, critical or important messages	28	
	Duration	28	
	Wholesale Customers	28	
<b>9</b>	<b>Text messaging for 13x, 1300x and 180x services</b>	<b>28</b>	
	What is the text messaging service for 13x, 1300x and 180x services?		28
	Charges	29	
	Not suitable for emergencies, critical or important messages	29	
<b>10</b>	<b>Not used</b>	<b>30</b>	
<b>11</b>	<b>MyInbox, Webmail and Subscribed Mailbox</b>	<b>30</b>	
	Service description	30	
	Access	31	
	Time limits – storage and log-on	31	
	Linking your mobile phone - voicemail and videomail retrieval	32	
	Linking your mobile phone - SMS & MMS messaging and SMS Alerts		33
	SMS charges	34	
	SMS Alert charges	34	
	General Conditions of MyInbox	38	
	Application	38	
	Availability	38	
	FairPlay	39	
	Linked Mobile Service	39	
	Your responsibilities	39	
	Software	40	
	Synchronisation & Storage	40	
	Virus & Spam e-mails on your MyInbox or Webmail	40	

**Part E – SMS Messages and Email**

	Termination and suspension	40
<b>12</b>	<b>Social Network Messaging service</b>	<b>41</b>
<b>13</b>	<b>Telstra Messaging</b>	<b>43</b>

### Part E – SMS Messages and Email

Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in the General Terms of Our Customer Terms.

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## 1 About this Part

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

See clause 1 of the General Terms of Our Customer Terms for more detail on how the various sections of Our Customer Terms should be read together. 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](#).

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## 2 SMS (Short Message Service)

### What is SMS?

- 2.1 SMS offers you the ability to send short text messages from a compatible device directly to another compatible device. When you send an SMS, your phone number, the date and the time the message was sent appears on the device of the person receiving the SMS.

### Availability

- 2.2 SMS is automatically available to you, if you connected to our networks after 4 April 1997.

### Charges

- 2.3 We charge you for each SMS sent from your device. The charging can vary due to a number of factors as set out in clause 2.4. Typically, SMS are charged as follows:
- (a) For any SMS that contains 160 standard characters or less we charge one standard fee;
  - (b) For any SMS that contains more than 160 standard characters, we charge one standard fee for each group of 153 standard characters or part thereof;
  - (c) Your device may allow you to send an SMS that contains non-standard characters. For any SMS that contains a non-standard character and is 70 characters or less, we charge one standard fee. For any SMS that contains a non-standard character

### Part E – SMS Messages and Email

and is more than 70 characters, we charge for each group of 67 characters or part thereof that contains non-standard characters.

	<b>GST excl</b>	<b>GST incl</b>
<b>Standard fees</b>		
Fee per SMS sent (except to international numbers)	22.73¢	<b>25¢</b>
Fee per SMS sent to international numbers	45.45¢	<b>50¢</b>

2.4 The following factors may impact how we charge you for SMS:

- (a) Your device may have inherent limitations that impact on the above charges such as treating standard characters as non-standard characters;
- (b) Standard characters include those in the English character set such as letters (e.g. a-z), numbers (i.e. 0-9), common English punctuation (e.g. full stop, comma, ?, !) and symbols (e.g. \$, &).
- (c) Non-standard characters include non-English characters such as ć, â and ë;
- (d) Special characters (i.e. ^ { } \ [ ~ ] | €) count as two standard characters.
- (e) We charge you for each SMS sent from your device to another mobile service or fixed service. By the way of example, if you send the same SMS to 10 different mobile service numbers, we will charge you for sending 10 SMS.

2.5 We will take responsible steps to deliver SMS messages. However, in some circumstances the message may be undeliverable for reasons which include: technological difficulties; the receiving device is not working properly, is switched off, is out of range or the message storage space on the device is full; the destination number is invalid or barred to SMS; the person is overseas and the overseas phone company has blocked SMS from us. In such cases Telstra will be unable to deliver the message. However, you must still pay for each SMS sent from your device, even if that SMS is not delivered or received

2.6 Any reference to an SMS or short text message in the Telstra Mobile section of Our Customer Terms is a reference to an SMS that is charged in accordance with this section.

2.7 There may be different terms and charges for particular offers and services that use SMS. Such terms and charges are specified in the relevant section of Our Customer Terms. If different terms and charges are not specified, the standard terms and charges specified in this section apply.

### Part E – SMS Messages and Email

#### **SMS sent to international numbers: Corporate & Government Plans**

2.8 Unless your corporate or government plan provides otherwise in Part B of the Telstra Mobile section of Our Customer Terms the fee per SMS sent to international numbers if you are on

a Corporate Net Rate Plan, Corporate Rate Plan, Telstra Corporate Net Rate Lite Plan, Telstra Government Plan or Telstra Government Plus Plan is set out below:

Standard fees for SMS	GST excl	GST incl
Fee per SMS sent to international numbers	31.82c	<b>35¢</b>
	The terms and conditions for SMS are set out in this clause	

#### **Not suitable for emergencies**

2.9 SMS is not suitable for telling or warning people about serious risks or asking emergency service organisations to come to someone's aid.

#### **Delivery of SMS**

2.10 We will try to deliver an SMS for up to 7 days. If it cannot be delivered after 7 days, the SMS will be deleted from the Telstra SMS network.

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## **3 SMS Delivery Reports**

### **What are SMS Delivery Reports?**

3.1 You may choose to receive SMS Delivery Reports on your device by setting your compatible device to request delivery reports.

3.2 When you send an SMS to an Australian mobile (or other compatible) service with this request turned on in your device menu, an SMS Delivery Report (where available) will be sent to your device. The delivery report will be:

(a) a "successful delivery" report:

### Part E – SMS Messages and Email

- (i) when your SMS has been successfully delivered to the recipient's handset or other compatible service – where you have sent an SMS to a Telstra mobile service or one of certain other Australian mobile or other compatible services in Australia; or
    - (ii) in all other cases, when your SMS has been successfully delivered to the recipient's network; or
  - (b) a "failed delivery" report – if after trying unsuccessfully for up to 7 days, your SMS has not been delivered.
- 3.3 You may choose not to receive SMS Delivery Reports at any time before you send an SMS, by setting your device to request no SMS Delivery Reports.

#### **Availability**

- 3.4 SMS Delivery Reports are available for all customers with a Telstra Mobile or Pre-Paid Wireless Broadband service.

#### **Charges**

- 3.5 On and from the 19<sup>th</sup> of April 2020, there are no charges associated with receiving SMS Delivery Reports.
- 3.6 Where you send an SMS that has more than 160 characters and you have set your device to request delivery reports, you may receive an SMS Delivery Report for each part of the SMS that you send. Depending on your device, you may not receive an SMS Delivery Report for either part of an SMS that you send that has more than 160 characters.

#### **Limitations**

- 3.7 SMS Delivery Reports are not available for SMS that you send to any international numbers.
- 3.8 Whether you can receive an SMS Delivery Report for an SMS that you send to a non-Telstra Australian mobile service that is roaming internationally depends on your device and the overseas network operator.
- 3.9 SMS Delivery Reports are not available for MMS or Premium SMS that you send.
- 3.10 In most cases, SMS Delivery Reports will not be available for text messages to 13x, 1300x or 180x services. You will not know if the 13x, 1300x or 180x service is capable of supporting SMS Delivery Reports. If the system connected to the 13x, 1300x or 180x service supports SMS Delivery Reports then you may be able to receive an SMS Delivery Report.

### Part E – SMS Messages and Email

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## 4 Premium SMS

### What is Premium SMS?

- 4.1 Premium SMS is a service that allows you to pay for certain types of third party content and services offered by companies other than Telstra, via your mobile device, on your Telstra bill. You agree to access and pay for it by sending to a number starting with '19'.

### What are Premium SMS?

- 4.2 Premium SMS entertainment services include:

- (a) ringtones
- (b) games
- (c) music videos
- (d) casting a vote on TV shows
- (e) entering competitions

- 4.3 All of them involve a charge, so it's important you understand what you're signing up for.

- 4.4 The content may include data, information, images, text, audio-visual material and voting.

- 4.5 Telstra has agreements with certain third party providers under which Telstra includes charges for content that is accessed and agreed to be acquired by customers via Telstra mobile devices on the customer's Telstra bill. When you access and agree to purchase third party content from these providers using your mobile device (either as a 'one-off' or on a subscription basis), the charges appear on your Telstra bill or come off your Pre-Paid balance. This is referred to as the Telstra Premium SMS service.

- 4.6 If you have bought something from a Premium SMS content provider, it will appear under the heading 'Third Party Purchases' on your mobile bill.

### Eligibility

- 4.7 We will decide whether or not to give you access to Premium SMS. We will tell you if you are not eligible for Premium SMS.

- 4.8 From 3 December 2017, you won't be able to make new Premium SMS purchases on a subscription basis via your mobile device and for it to be charged to your mobile bill (or debited from your pre-paid account).



### Part E – SMS Messages and Email

#### **Does the change affect all content?**

- 4.9 No. If you have acquired Premium SMS on a subscription basis prior to 3 December 2017, the relevant content charges *will* still be applied to your Telstra bill. One-off Premium SMS purchases will continue to be available after 3 December 2017.
- 4.10 The following will also still be charged to your Telstra bill;
- (a) GooglePlay (post-paid customers only)
  - (b) Windows Store
  - (c) Apple Store
  - (d) AFL or NRL
  - (e) Telstra TV, Telstra Play or Caller Tones
  - (f) Other Telstra subscription content
  - (g) One-time charges like online voting, competition entries and donations.

#### **Barring**

- 4.11 You can ask us to bar future access to Premium SMS from your device at any time. You will not be charged for Premium SMS services after barring is activated. However, you will continue to be charged for any third party content services to which you have subscribed prior to barring being activated. Barring can take up to one day to activate and will not restrict your access to other services.

#### **Unsubscribe**

- 4.12 If you want to stop being charged for any Premium SMS service to which you have have subscribed prior to barring being activated (or any existing subscription service), you will also need to unsubscribe from these. You can do this by texting the word 'STOP' to the 19xx number in your reply confirmation texts. Alternatively you can call us and we can help you through these steps to unsubscribe. You can contact Telstra Post-Paid on 13 22 00 and say "Third Party Purchases" or for Telstra Pre-Paid call 125 8880, then press 5, then 1.
- 4.13 To request a change to your spend limit or make an enquiry about third party charges, contact Telstra Post-Paid on 13 22 00 and say "Third Party Purchases" or for Telstra Pre-Paid call 125 8880, press 5, then 1.
- 4.14 We may prevent you from accessing Premium SMS if you have not paid your Telstra mobile account. We will try to tell you if this happens.

### Part E – SMS Messages and Email

#### **Charges - for all customers**

- 4.15 If you send an SMS to a content provider requesting content the content provider will set the charges for the content, which includes the cost of the SMS you send.
- 4.16 We will pay the content provider and charge you for the content after it has been provided to you. There may be some cases where the charges are debited from your account before the content is delivered to your device.
- 4.17 You must let us know of any errors or disputed Premium SMS charges billed to your Telstra mobile account or debited from your Telstra Pre-Paid account. We may agree not to charge you any Premium SMS charges. If we do, we may adjust the debits and credits relating to those charges on your Telstra mobile account or Telstra Pre-Paid account.
- 4.18 We must not:
- (a) bill you for the supply of Premium SMS services that are the subject of a current Do Not Bill Order or Interim Do Not Bill Order; or
  - (b) collect charges from you that relate to Premium SMS services that are the subject of a current Do Not Bill Order or Interim Do Not Bill Order.

For these purposes, the terms “Do Not Bill Order” and “Interim Do Not Bill Order” have the meanings given in the *Telecommunications Service Provider (Mobile Premium Services) Determination 2010 (No2)*.

- 4.19 To request a change to your spend limit or make an enquiry about third party charges, contact Telstra Post-Paid on 13 22 00 and say "Third Party Purchases" or for Telstra Pre-Paid call 125 8880, press 5, then 1.

#### **Spend limits - Telstra Pre-Paid customers**

- 4.20 Your spend limit is the total amount of content that you can buy each month using Premium SMS. The default spend limit for Telstra Pre-Paid customers is \$500 per month.
- 4.21 If you try to buy content over your monthly spend limit, we will usually try to tell you.
- 4.22 You may contact us to decrease your spend limit at any time.
- 4.23 We may increase or decrease your spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit, you need to tell us not to go ahead with the increase within 30 days – otherwise the increase applies to you. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.

### Part E – SMS Messages and Email

- 4.24 Premium SMS charges aren't included in the 'Free Text' programs on a Pre-Paid service, so if you don't have enough credit, you won't get the content.

#### **Spend limits - Post paid customers**

- 4.25 Your spend limit is the total amount of content that you can buy each month using Premium SMS. If you established a post-paid mobile account with us before 15 December 2004, your default spend limit is \$20 per month. If you established a post-paid mobile account with us on or after 15 December 2004, your default spend limit is \$100 per month.
- 4.26 If you try to buy content over your monthly spend limit, we will usually try to tell you.
- 4.27 You may apply to change your spend limit at any time. We need to approve any increase in your spend limit.
- 4.28 If you established a post-paid mobile account before 15 December 2004, we may decrease your spend limit at any time. However we will not increase your spend limit without your request. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.
- 4.29 If you established a post-paid mobile account with us on or after 15 December 2004, we may increase or decrease your spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit, you need to tell us not to go ahead with the increase within 30 days – otherwise the increase applies to you. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.
- 4.30 For Post-Paid, Premium SMS is not included in discounts or within your data allowance.

#### **No resupply**

- 4.31 You must not resupply or resell content or use it for any unlawful purpose or in breach of any law.

#### **Privacy**

- 4.32 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 4.33 When you use Premium SMS, your mobile number will be disclosed by us (including our employees, contractors and agents) to third party content providers in order to provide you with content via Premium SMS.

### Part E – SMS Messages and Email

- 4.34 If you use Premium SMS on a Telstra Pre-Paid service, we may also disclose information about you for the purpose of advising the Australian Securities and Investments Commission and any other regulator of information about complaints and transactions in respect of our customers' use of Premium SMS. This includes disclosing information relating to the conduct of your Telstra Pre-Paid account.
- 4.35 We may use your personal information to market other services to you (including by way of SMS or MMS). If you do not wish to be contacted about other services, please call us on 1800 039 059.

#### **Our liability for content**

- 4.36 We are not responsible for content bought by you from a content provider using Premium SMS. We do not promise the accuracy, suitability or quality, of such content from third party providers. If you are a Telstra Pre-Paid Wireless Broadband customer, we do not promise that such content will be compatible or available for use with your service or with the USB modem provided in your starter pack.
- 4.37 Your use of the content is covered by any terms imposed and told to you by the content provider, so please read that information before you buy the content.
- 4.38 As the content is provided by third parties, we recommend you find out all relevant information about third party content (including its cost, features and compatibility with your device/service) before you buy it. We cannot promise that the content provider will agree to allow you to buy content from them.
- 4.39 We will take reasonable steps to deliver content bought by you from a content provider using Premium SMS. However, we cannot promise that we will deliver content in a timely, continuous or fault free manner.

For example, in some circumstances we may be unable to deliver the content due to the following technological difficulties: the receiving device is not working properly, is switched off, is out of range or the message storage space on the device is full; the destination number is invalid or barred to Premium SMS; you are overseas and the overseas phone company has blocked Premium SMS from us.

#### **Access to Deluxe (18 plus) services**

- 4.40 Deluxe (18 plus) services are:
- (a) services that provide access to MA15+ or R18+ content; and
  - (b) text services that are offered for the purpose of allowing users to derive sexual gratification from them.

Deluxe (18 plus) services are age-restricted services and are regulated by law.

### Part E – SMS Messages and Email

- 4.41 You will not be able to access or buy Deluxe (18 plus) services from your device using Premium SMS unless and until:
- (a) you (as the account holder) have asked us to give you access to Deluxe (18 plus) ; and
  - (b) we have confirmed to our satisfaction that you are the account holder for your phone and you are at least 18 years old.

- 4.42 We may require evidence to confirm your identity and your age, even if you have previously provided us with this evidence.

For example, you may be required to show us your drivers licence or other identity and age-verification documents at the time you apply for access to Premium SMS, even if you previously provided us with these documents (such as at the time of acquiring your service).

- 4.43 You can ask us to bar access to Deluxe (18 plus) services from your device at any time.

- 4.44 We may suspend or terminate your access to Deluxe (18 plus) services at any time. We will usually try to tell you before this happens.

For example, we may suspend or terminate access to Deluxe (18 plus) services from your device if we believe that you are not over 18, or if we are required by law or any government regulator to do so.

#### Complaints and enquiries

- 4.45 You can contact us if you have any complaints or enquiries about Premium SMS charges billed to your Telstra mobile account or debited from your Telstra Pre-Paid account. If a complaint is not resolved to your satisfaction you can also contact the Telecommunication Industry Ombudsman. To request a change to your spend limit or make an enquiry about third party charges, contact Telstra Post-Paid on 13 22 00 and say "Third Party Purchases" or for Telstra Pre-Paid call 125 8880, press 5, then 1

- 4.46 If you have any complaints about any content, you can also raise them with the content provider. This is in addition to any rights you may have against us under any applicable law. You'll find the helpline number of the service provider located beneath the charges on your bill - or find them in the alphabetical list below:

Service Provider on Telstra Bill	Description on Bill	Customer Contact
12Follow!	12follow.com.au	1300 053 962
Buongiorno Australia	Cellybean, Gamifive, Gamifive Mobivill, iFortune, iGirls, muchgossip, MuchGossip, Playme Sense, Playplanet, Waala Mobile	1800 767 584
Netsize	Gameloft, Jamster, Jamster Ful, Jamster	1300 785 025

### Part E – SMS Messages and Email

	Gam, Jamster Lov, Jamster Mus, Jamster Sex, Jamster Sty, KKO Store, Miss Bikini, PlayMob, Playweez, PrivateDancer, TotalEmbarr, Waala Mobile, Mega-Sexy, 24Hs Videos, Thumbr, Video World, Appsdorado, FunClix, ClubMe!	
Mobipay	FiiTr, Freemium, GameHaus, InGame, Joocey, mHub, Mproov, NoLimitsGames, ProSports	1300 886 534
M.Net Mobile	Sunrise Cash Cow, Better Homes & Gardens, Million Dollar Minute, Dancing with The Stars, My Kitchen Rules Ringtones, Bandit.fm, House Rules, Block of Cash Giveaway	1300 851 419
MIA (Digital Turbine)	12Follow - \$10, 12Follow - \$5, 1000 games, Access to AppTap, Appdump, AppInspector, Appiq, Apply. ApptipsSub, Apptips, AppyClub - 8z, AussieBrainQuiz, Aussie Vids, Bearcave, Camelox, Champion Picks, Country Shots, Cool4Mob, DealShack, Droid6000, Early Specials, Ero247, et1, FantasyCube, Fortumo, Friday Fiver, Funbabez, Gamerr Games, Gee-Max, GlobWaySv1, Hornyhub, HotTube, InstantDeals, Joocey, KKO Store, Lollies, MegaCloudBox, Metro Mails, Mob24-7, Mobidol, Mobi.Games, Mobile Academy, Mobile Magic, MobileXVideos, MOKO 3, MOKO 4, MOKO Sub 6, MP1, MyPengo, Oxygen8 s69, Oxygen8 Vmvid, Oxygen8 x247, Oxygen8 Xpor, ozchat, Playboy, PlayVito, Pornster, Sexxymob, SmileGames, SmileVideo, Snow Bets, SuperSix, Sv1 Subscription, TapGames, The Sexy Klub, There They Are, Tjoover, Topikoo, Trackwork Tips, TV Pass, VIPGames, Winneroos, Wurup, Xcon, Yass Unlimited, Yeet Unlimited, XZone Bikini	1300 724 406 <a href="mailto:support.au@digitalturbine.com">support.au@digitalturbine.com</a>
Dialogue Communications	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 738 639
Salmat Digital	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 131 276
OpenMarket	To find 19 service on bill go	1300 760 083

### Part E – SMS Messages and Email

	to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	
Netsize	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 785 025
Informatel	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 659 099
SMS Central Australia	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 656 274
Oxygen8 Communalisations	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 366 702
M.Net Corporation	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 783 035
Buongiorno Australia	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1800 767 584
iG8 (Inpho Interactive)	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 795 070
BOKU Services	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1800 880 984
Convey Pty Ltd	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 556 761
1800Reverse	To find 19 service on bill go to <a href="http://www.19SMS.com.au">www.19SMS.com.au</a>	1300 360 522 <a href="http://www.1800reverse.com.au/contact">www.1800reverse.com.au/contact</a>

4.47 If you refer a complaint or enquiry about any content to us, we may refer it to the provider of that content.

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## 5 MMS (Multimedia Messaging Service)

### What is MMS?

5.1 With an MMS capable device, MMS allows you to create and send mobile messages containing images, photos, text, audio clips and short video recordings. If you connect a post-paid from 19 June 2003, you will automatically receive access to MMS. If you have a Pre-Paid mobile service on the GSM network, you may receive access to MMS from 1 March 2004 upon request.

5.2 You can send an MMS from your MMS capable handset:

- (a) to other Telstra Mobile, Optus, Vodafone or 3 MMS handsets;
- (b) to someone's email account; or
- (c) for viewing online for a limited period at [www.telstra.com](http://www.telstra.com) by someone who does not have an MMS handset.

### Part E – SMS Messages and Email

- 5.3 If you send an MMS for viewing at [www.telstra.com](http://www.telstra.com), the recipient will be notified, subject to clause 1.1, by SMS.

#### International MMS

- 5.4 On and from 19 August 2005, you can also send mobile messages containing images, photos, text, audio clips and short video recordings to customers of selected overseas phone companies. Details of the participating overseas phone companies are set out on [www.telstra.com](http://www.telstra.com).
- 5.5 A size limit of 300 kilobytes per message applies to international MMS. If you try to send an international MMS message larger than 300 kilobytes, your message may not be delivered. Most handsets support previewing of message properties, including file size.

#### Charges – pre-paid customers

- 5.6 We charge you the following for using MMS from a pre-paid mobile service:

MMS Charges (for pre-paid mobile services)	GST excl.	GST incl.
Charge for each Standard MMS sent on and from 27 October 2004 (per recipient)	45.45¢	<b>50¢</b>
Charge for each Video MMS sent on and from 27 October 2004 (per recipient)	68.18¢	<b>75¢</b>
Charge for each International Standard MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	45.45¢	<b>50¢</b>
Charge for each International Video MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	68.18¢	<b>75¢</b>
Charge for each International Standard and Video MMS sent on and from 1 February 2006 (per recipient)	68.18¢	<b>75¢</b>

#### Charges – post-paid customers

- 5.7 We charge you the following for using MMS from a post-paid mobile service:



### Part E – SMS Messages and Email

<b>MMS Charges (for post-paid mobile services)</b>	<b>GST excl.</b>	<b>GST incl.</b>
Charge for each Standard MMS sent on and from 8 September 2004 (per recipient)	45.45¢	<b>50¢</b>
Charge for each Video MMS sent between 8 September 2004 and 30 September 2004 (per recipient)	45.45¢	<b>50¢</b>
Charge for each Video MMS sent on and from 1 October 2004 (per recipient)	68.18¢	<b>75¢</b>
Charge for each International Standard MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	45.45¢	<b>50¢</b>
Charge for each International Video MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	68.18¢	<b>75¢</b>
Charge for each International Standard and Video MMS sent on and from 1 February 2006 (per recipient)	68.18¢	<b>75¢</b>

A “Standard MMS” is an MMS consisting of text, audio and/or picture content.

A “Video MMS” is any MMS with an MPEG or video file attached.

#### **Use**

5.8 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to all uses of MMS.

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

5.9 You must not send MMS to people, if you know or should know that they do not want to receive MMS from you.

#### **Content**

5.10 You are responsible for MMS content you send. You must not send content that is inappropriate or offensive to the intended recipients. You must not engage in messaging activity that interferes with or compromises any other person’s use of the MMS service (such as spamming another person).

5.11 You must comply with all laws when creating and sending MMS content. For example, codes of conduct or industry codes (eg those relating to gaming, advertising and privacy)

### Part E – SMS Messages and Email

and the laws concerning intellectual property (eg copyright, moral rights and trade marks). You must not send MMS content that is owned by another person without their consent.

#### **Delivery**

- 5.12 An SMS notification of an MMS being available for viewing on [www.telstra.com](http://www.telstra.com) will, subject to clause 1.1, be forwarded to the recipient. In some circumstances, an MMS may not be delivered to the recipient due to the following reasons: technical difficulties; the receiving phone is not working properly, is switched off, is out of range or the message storage space on the phone is full; the destination number is invalid or barred from MMS; the person is overseas and the overseas phone company has blocked MMS from us. In such cases Telstra will be unable to deliver the MMS.
- 5.13 We may delete an MMS after it is forwarded to the recipient or viewed online.

#### **Removal or reformatting of MMS content**

- 5.14 From time to time the Telstra network may have to adapt the sender's original content in order to optimise the presentation on the recipient's device. Sometimes this involves removal of content elements or reformatting. If adaptation has occurred which involved removal of content elements the recipient will be notified of how they can view the original message at [www.telstra.com](http://www.telstra.com).

#### **No guarantee of image quality**

- 5.15 As the image quality of MMS depends on the handsets of both the sender and recipient, we cannot guarantee the image quality of MMS and are not responsible for any loss or damage suffered as a result of poor image quality.

#### **Size restrictions**

- 5.16 If you attempt to send any MMS message that is larger than 500 kbytes in size, your MMS message may not be successfully submitted and/or received. Most handsets support previewing of message properties, including file size.

#### **Advertising and commercial use**

- 5.17 You are not permitted to use MMS to advertise products or services, to sell MMS or make any other commercial use of the MMS service.

#### **Faults**

- 5.18 The provisions of Our Customer Terms dealing with fault, repair or restoration of our networks and services do not apply to MMS.

### Part E – SMS Messages and Email

#### MMS Content Subscriptions

- 5.19 MMS content subscriptions allow customers directly connected to our networks to subscribe for picture messages relating to selected content. MMS subscription content may vary according to your handset's capabilities.
- 5.20 MMS content subscriptions will not be available where you are using your Telstra mobile service outside of Australia.
- 5.21 You agree that the picture message sent to you as part of the MMS content subscriptions are licensed to you for your personal use only and you must not send these on to someone else.

#### Eligibility for MMS Content Subscriptions

- 5.22 To be eligible for MMS content subscriptions, you must have a Telstra post-paid or Telstra Pre-paid Plus mobile service and a phone which is capable of both receiving and sending picture messages.
- 5.23 You must also satisfy any eligibility requirements specified from time to time by Telstra at <http://www.telstra.com/>.

#### Activating and cancelling your subscription

- 5.24 You may subscribe to your subscription by sending the appropriate text or picture message to 176 at the relevant time. The charges to subscribe to or cancel your subscription by text or picture message are set out below.
- 5.25 You may cancel your subscription by sending the appropriate text or picture message to 176 at the relevant time. The charges to subscribe to or cancel your subscription by text or picture message are set below.

#### Charges for Content Subscriptions

- 5.26 Picture messages sent to you as part of the MMS content subscriptions are charged upon delivery. We charge you the following fees in relation to MMS content subscriptions.

MMS Content Subscriptions	GST excl.	GST incl.
Fee for text message sent to subscribe	22.73¢	25¢
Fee for text message sent to cancel	22.73¢	25¢
Fee for picture message sent to subscribe	Nil	Nil
Fee for picture message sent to cancel	Nil	Nil

### Part E – SMS Messages and Email

MMS Content Subscriptions	GST excl.	GST incl.
Fee per picture message received as part of the MMS content subscription	68.18¢	75¢

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## 6 SMS Chat

- 6.1 You may use our SMS Chat service to interact with other users in text-based chatrooms if you have a phone which is capable of receiving and sending SMS and you satisfy any eligibility requirements at <http://www.telstra.com/>.
- 6.2 We charge you the standard SMS rate for each SMS you send to use the SMS Chat service.

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## 7 Instant messaging services

### (a) General terms applying to all instant messaging services

- 7.1 We provide access to mobile instant messaging and email services: NineMSN Mobile Messaging (“instant messaging services”).
- 7.2 The terms set out below apply to your access to each of these instant messaging services, including charges. Standard SMS charges apply when you send any SMS from your phone to register or activate any feature of the instant messaging services. You should read these terms together with the separate terms relating to your instant messaging service.

### Message length

- 7.3 Messages sent using instant messaging services can be up to 153 characters (including spaces).

### Use of the service

- 7.4 You are responsible for your use of the instant messaging services, all equipment and software necessary to use instant messaging services, the security and integrity of your data and all costs associated with accessing instant messaging services through the internet.
- 7.5 You must not access instant messaging services:
- (a) to breach any laws;

### Part E – SMS Messages and Email

- (b) to infringe a third party's rights;
- (c) to send messages that are indecent, obscene, defamatory, misleading as to your identity or otherwise offensive;
- (d) to interfere with another person's use of instant messaging services;
- (e) to send sensitive information (as messages sent using instant messaging services may travel over networks that are not secure);
- (f) to advertise products or services or send messages that are primarily for a commercial purpose; or
- (g) for emergency purposes or any purpose which is critically dependent on fault-free service.

#### **Suspension of use**

7.6 We may suspend your access to instant messaging services at any time and for any reason. For example, we may suspend your access if:

- (a) the network traffic generated by the instant messaging services is interfering or damaging our network; or
- (b) we need to maintain our network; or
- (c) it is reasonably necessary to protect our interests or systems.

If we suspend your use access to instant messaging services, we will do so in accordance with the General Terms of Our Customer Terms. To see these terms – home and family customers [click here](#); business and government customers [click here](#)

#### **Privacy and your phone number**

7.7 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>

7.8 The mobile phone number you have nominated for instant messaging services will appear in instant messages you send.

#### **Our Customer Service Commitment does not apply**

7.9 Our Customer Service Commitment does not apply to the instant messaging services.

### Part E – SMS Messages and Email

#### (b) NineMSN Mobile Messaging

- 7.10 NineMSN Mobile Messaging is a service which is available to customers directly connected to our mobile networks and who use and have NineMSN Hotmail and MSN Instant Messenger accounts.
- 7.11 NineMSN Mobile Messaging allows you to access your NineMSN Hotmail and MSN Instant Messenger accounts from your active mobile service.

#### Charges for sending messages

- 7.12 We charge you for messages sent by you using NineMSN Mobile Messaging at your standard rate for SMS. We charge you for each message you send from your mobile phone whether or not the message is successfully delivered. This is because in some circumstances despite our reasonable efforts a message may not be deliverable because of technological difficulties or if the person you are sending the message to:
- (a) has not turned on their mobile handset or has a handset that does not work properly;
  - (b) has not signed in to NineMSN Mobile Messaging;
  - (c) has an invalid number or has a number that is barred from SMS;
  - (d) is not in a mobile service area or is overseas and the overseas phone company has blocked SMS from us;
  - (e) has a mobile handset which is full of messages or otherwise out of memory; or
  - (f) no longer has a Telstra mobile service capable of receiving NineMSN Mobile Messaging messages.

#### Charges for messages sent to you

- 7.13 We charge you the following for each message sent to your mobile phone from other users of MSN Instant Messenger or your NineMSN Hotmail account. For the reasons described in clause 7.122 above, these charges apply whether or not you receive the message and will not be included in any included calls or included SMS under your plan.

NineMSN Mobile Messaging	GST excl.	GST incl.
Fee per message sent to your mobile phone which is a Welcome message, Hotmail alert, a return Hotmail Inbox, return Hotmail message, return Hotmail message header, Instant Messenger alert, or return Contact List.	22.73¢	<b>25¢</b>

## Part E – SMS Messages and Email

- 7.14 As messages sent to your mobile phone are limited to 153 characters in length (including spaces), the full text of the Hotmail email or Instant Message may not be delivered to your mobile phone as one message. You will be sent the first part of the message and be asked if you want the remainder of the message sent to you in another SMS. We charge you for each separate message sent to your mobile phone.

### **Limits on receiving messages**

- 7.15 Messages will be sent to your mobile phone under the NineMSN Mobile Messaging service unless you disable or limit the service.
- 7.16 We limit the number of NineMSN Mobile messages you receive on your mobile phone each month to 300 messages. You will be sent an SMS if you reach this limit and will not receive further NineMSN Mobile messages on your mobile phone for the remainder of that calendar month.

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## **8 Text messaging for fixed phone services (including Talking Text messages)**

### **What is the text messaging service for fixed phone services?**

- 8.1 The text messaging service for fixed phone services lets you send a short text message to, or receive a short text message from, a compatible fixed phone service (as described in this section).
- 8.2 A text message to a fixed phone service is delivered in one of 3 ways:
- (a) if sent to a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network, with SMS compatible equipment, the message is delivered in text similar to a mobile phone display;
  - (b) if sent to a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network using a fax machine that is set up to receive faxes at the time the message is delivered, the message is delivered by fax; or
  - (c) otherwise, the message is delivered by converting text-to-speech which we call a “Talking Text” message.

### Part E – SMS Messages and Email

#### Receiving, sending and replying to a text message

- 8.3 You can automatically send a text message to a fixed phone service that is compatible with the text messaging service from your Telstra Mobile service (as described in the Telstra Mobile section of Our Customer Terms), which you acquire directly from us as a retail customer.
- 8.4 You can automatically receive a text message from someone's fixed phone service if they have a fixed phone service that is compatible with the text messaging service and they are a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network.
- 8.5 You can find out more about which fixed phone services are compatible with the text messaging service by asking us.
- 8.6 You can only send a text message to a full national number that starts with an area code.
- 8.7 If a recipient of a text message is a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network but does not have SMS compatible equipment with their fixed phone service, they can send a preset reply by selecting from a menu.
- 8.8 Some fixed phone services are not able to send or reply to a text message, including the following types of service:
- (a) an Incontact Telephone Service (as described in the Incontact Telephone Service section of Our Customer Terms);  
To see this section of Our Customer Terms, – home and family customers [click here](#); business and government customers [click here](#).
  - (b) a prepaid service;
  - (c) a service that has been suspended for non-payment of a bill;
  - (d) any other service that cannot incur charges; or
  - (e) a service connected to the network of another carrier.

You can ask us for more details about compatible services.

- 8.9 We will provide the text messaging to fixed phone service to you in accordance with this section, however given the nature of telecommunications systems we cannot promise that the service will be continuous or fault free. We cannot guarantee that the person you are sending a message to will be able to receive or reply to it.



## Part E – SMS Messages and Email

### **Charges**

- 8.10 There are no monthly access charges for the text messaging to fixed phone service. We charge you the standard charge for sending an SMS from your Telstra Mobile Service (as set out in the Telstra Mobile Section of Our Customer Terms) for sending a text message to a fixed phone service.
- 8.11 Standard charges for text messages (SMS) apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.
- 8.12 We charge you for each message sent, even if that message is not delivered or received. We do not charge you for sending a text message to a fixed phone service if we are not able to deliver the message to the recipient because:
- (a) the recipient's fixed phone service is not compatible with the text messaging service; or
  - (b) the recipient's fixed phone service is barred from receiving text messages.
- 8.13 If you call the text messaging platform from your Telstra mobile service (eg to retrieve messages or configure the text messaging service for a fixed phone service) and the call is connected, we will charge you what we would charge you for calling a fixed phone service from your Telstra mobile.
- 8.14 Charges for sending text messages to fixed phone services are included in any “included calls” or “included SMS” component under your pricing plan, unless the specific terms for your plan say otherwise.

### **Delivery of text messages to fixed phone services**

- 8.15 You may not know if the recipient has received the message. You will only receive a notification that the message could not be sent if we are not able to deliver to the recipient because:
- (a) they are not a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network;
  - (b) their Basic Telephone Service is not compatible with the text messaging service; or
  - (c) they have barred their Basic Telephone Service from receiving text messages.
- 8.16 We take reasonable steps to deliver text messages to fixed phone services. However, we may not be able to deliver a text message or reply message, or it may not be received if:

**Part E – SMS Messages and Email**

- (a) the recipient is not able to or does not accept the text message;
  - (b) the recipient's phone, device or messaging service is not working properly or is turned off;
  - (c) the message storage space in the recipient's phone, device or messaging service is full;
  - (d) the recipient's fixed phone service is barred from receiving text messages;
  - (e) it is delivered to the recipient's answering service and the message is deleted before being accessed; or
  - (f) the recipient is a mobile customer who is out of mobile service range; or
  - (g) the recipient's phone service is provided by an overseas network service provider.
- 8.17 You will only receive a notification that the message cannot be sent if the person you are sending the message to is not able to receive the message because:
- (a) their fixed phone service is not compatible with the text messaging service; or
  - (b) their fixed phone service is barred from receiving text messages.
- 8.18 We try to deliver a text message to a fixed phone service at intervals for up to 7 days. If it cannot be delivered during that period, the message is deleted from our system and not delivered.
- 8.19 We do not try to deliver Talking Text messages to a fixed phone service using the text-to-speech translator between midnight and 8:00 am, unless the fixed phone customer has overridden this feature on their service. If a message is scheduled for delivery during this time, we hold it and try to deliver it to them after 8:00 am.
- 8.20 If the call to deliver the Talking Text message is answered by a compatible messaging service, we deliver the message to the messaging service.
- 8.21 If the fixed phone customer has Call Forward, diversion or redirection switched on, we do not deliver the message to the diverted answering point and instead we hold the message and try to deliver it later or if it is a Talking Text message we deliver it to their compatible MessageBank or Telstra Home Messages 101 service if they have one.
- 8.22 We cannot control, and are not responsible for, when or how a Talking Text message is delivered to a fixed phone service provided by another carrier that is not connected to the Telstra network.

**Part E – SMS Messages and Email**

- 8.23 Even though a text message is delivered to the intended recipient's fixed phone service, there is no guarantee that the intended recipient will view, listen to or understand the delivered message.
- 8.24 Unless the recipient is a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network and has SMS compatible equipment that enables sub-addressing, anyone with access to the fixed phone service can listen to or view a text message sent to that service. If the message has been delivered to a messaging service or fax machine, anyone with access to that messaging service or fax machine can listen to or view the message.
- 8.25 Where the text message is delivered as a Talking Text message using text-to-speech translation:
- (a) we consider the Talking Text message to be delivered once the text-to-speech translator starts delivering the content of the message during a delivery call;
  - (b) we do not promise that the text-to-speech translator correctly translates the text of a Talking Text message; and
  - (c) if the text-to-speech translator cannot translate a word, the letters or symbols may be spelt out instead.

**Use and content of text messages to fixed phone services**

- 8.26 You are responsible for the content of any text message you send.
- 8.27 You must not use the text messaging to fixed phone service:
- (a) to breach any laws;
  - (b) to infringe a third party's rights;
  - (c) to send messages that are indecent, obscene, defamatory, harassing, threatening, misleading as to your identity or otherwise offensive;
  - (d) to interfere with another person's use of the text messaging service;
  - (e) to send unsolicited commercial messages;
  - (f) to send a commercial message with inaccurate information about the sender; or
  - (g) to send a commercial message without a way for the recipient to advise the sender that they no longer wish to receive messages from the sender or without actioning such a request.

### Part E – SMS Messages and Email

We may suspend, limit or disable your use of the text messaging to fixed phone service at any time if you have used the service in a way described above.

#### Security

- 8.28 Text messages to fixed phone services are not encrypted so it is possible that a **third party could intercept a text message** during transmission or delivery.

#### Not suitable for emergencies, critical or important messages

- 8.29 Text messages to fixed phone services are not suitable for telling or warning people about serious risks, important matters, time critical matters or asking emergency service organisations to come to someone's aid. A message which is sent may not be able to be delivered or may not be received by the recipient (either immediately or at all). Because of this, you should decide (and are responsible for deciding) whether a text message is the most appropriate way to deliver your message, particularly where it is important that the message be received by the recipient or where the message needs to be received or acted on within a certain time.

#### Duration

- 8.30 We may modify or withdraw the text messaging to fixed phone service in accordance with the General Terms of Our Customer Terms. As a minimum, we will use our reasonable endeavours to tell you at least 30 days beforehand if we withdraw the text messaging to fixed phone service or modify it to your detriment.

#### Wholesale Customers

- 8.31 A reference to a wholesale customer in clauses about the text messaging to fixed phone service has the meaning given in the [Wholesale Services section of Our Customer Terms](#).

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## 9 Text messaging for 13x, 1300x and 180x services

### What is the text messaging service for 13x, 1300x and 180x services?

- 9.1 From 4 December 2008, you can automatically send a short text message from your Telstra Mobile service to a 13x, 1300x or 180x service which has been enabled to receive SMS.
- 9.2 We take reasonable steps to deliver text messages to 13x, 1300x and 180x services. However, we will not be able to deliver a text message if the recipient's system is not enabled to receive text messages.
- 9.3 You may not know if the recipient has received the message.

**Part E – SMS Messages and Email**

9.4 We will provide the text messaging to 13x, 1300x and 180x services to you in accordance with this section, however given the nature of telecommunications systems we cannot promise that the service will be continuous or fault free.

**Charges**

9.5 There are no monthly access charges for the text messaging to 13x, 1300x and 180x services.

9.6 We charge you the following for each text message sent from your Telstra Mobile Service to a 13x, 1300x and 180x service:

Text Message	Maximum cost per text message	
	GST excl.	GST incl.
Fee per message sent from your Telstra Mobile Service to a 180x service which has been enabled to receive SMS.	27.27¢	30¢
Fee per message sent from your Telstra Mobile Service to a 13x service which has been enabled to receive SMS.	27.27¢	30¢
Fee per message sent from your Telstra Mobile Service to a 1300x service which has been enabled to receive SMS.	27.27¢	30¢

9.7 We charge you for each message sent, even if that message is not delivered or received.

9.8 Charges for sending text messages to 13x, 1300x and 180x services are not included in any “included calls” or “included SMS” component under your pricing plan.

9.9 Discounted or free SMS offers do not apply to charges for sending text messages to 13x, 1300x and 180x services.

**Not suitable for emergencies, critical or important messages**

9.10 Text messages to 13x, 1300x and 180x services are not suitable for telling or warning people about serious risks, important matters, time critical matters or asking emergency service organisations to come to someone’s aid. A message which is sent may not be able to be delivered or may not be received by the recipient (either immediately or at all). Because of this, you should decide (and are responsible for deciding) whether a text message is the most appropriate way to deliver your message, particularly where it is important that the message be received by the recipient or where the message needs to be received or acted on within a certain time.

**Part E – SMS Messages and Email**

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**10 Not used**

**11 MyInbox, Webmail and Subscribed Mailbox**

**Service description**

11.1 MyInbox is an online mailbox that allows MyConnect customers who created their MyConnect accounts prior to 24 January 2012 to:

- (a) access their BigPond and other compatible POP/IMAP e-mail addresses to send and receive e-mail;
- (b) use online contacts, calendars, tasks and notes;
- (c) access mobile and home and office voicemail online; and
- (d) send messages online that will come from your linked Telstra mobile service and Basic Telephone Service.

11.2 Webmail is another online mailbox that allows Webmail customers who created their accounts prior to November 2008 to:

- (a) access their BigPond addresses to send and receive e-mail; and
- (b) use online contacts.

11.3 Subscribed Mailbox:

- (a) is a new service that allows customers to retain their email account as a standalone Subscribed Mailbox service that is no longer linked to a broadband account;
- (b) Subscribed Mailbox will enable existing Webmail, MyInbox, Outlook or other email customers to continue to access their existing accounts without a Telstra Broadband service. The same terms of access, data allowances, mail limits and restrictions will continue to apply as those terms applied to each of those email services at the time you moved to a Subscribed Mailbox service. Outlook customers must also comply with the Outlook terms of use that are available at <http://windows.microsoft.com/en-us/windows/microsoft-services-agreement>; and
- (c) will be charged at \$79 (including GST) annually in advance for a 12 month subscription which is non refundable. No Early Termination Fees apply to your Subscribed Mailbox service.

### Part E – SMS Messages and Email

Use of your Subscribed Mailbox is governed by ‘Our Customer Terms General Terms for Consumer Customers’ and you must comply with all terms including billing terms.

- 11.4 From 24 January 2012 we will no longer be offering MyInbox to new customers. Customers with an eligible Telstra pre-paid or post-paid mobile service who created their MyConnect accounts prior to 24 January 2012 may also use MyInbox for messaging.
- 11.5 From November 2008 we will no longer be offering Webmail to new customers. Clauses 11.6 to 11.15 and 11.56 of these terms apply to all existing Webmail accounts.

#### **Access**

- 11.6 You:
- (a) can access MyInbox and Webmail from any computer which is connected to the internet, by logging onto Telstra’s MyConnect sites at <http://mesaging.bigpond.com> or <https://messaging.telstrabusiness.com>; and
  - (b) [may be charged for the data that you download from your MyInbox or Webmail account, depending on how you access them.](#)

#### **Size**

- 11.7 The total size of your MyInbox or Webmail account (including your inbox and personal folders) is 1GB. You cannot send mail messages from, or receive mail messages to, your MyInbox when you reach this cap.
- 11.8 We may not deliver a mail message sent by you from MyInbox or Webmail if:
- (a) the size of the mail message (including attachments) exceeds 10MB; or
  - (b) the total of all your mail messages in MyInbox or Webmail (including attachments and messages stored in personal folders) exceeds 1GB.
- 11.9 We may not deliver a mail message sent to your MyInbox or Webmail where:
- (a) the size of the mail message (including attachments) exceeds 10MB;
  - (b) the total of all your mail messages in MyInbox or Webmail (including attachments and messages stored in personal folders) exceeds 1GB.

#### **Time limits – storage and log-on**

- 11.10 We may delete any mail message stored for 7 consecutive calendar days or more in the “Deleted Items” or “Outbox” personal folders of your MyInbox or Webmail.

### Part E – SMS Messages and Email

- 11.11 With the exception of mail stored in your personal folders, all other mail messages stored in the inbox of your MyInbox or Webmail account for 180 consecutive calendar days or more may be deleted.
- 11.12 We will disable your MyInbox or Webmail if:
- (a) you do not login to MyInbox or Webmail for a period of 120 consecutive calendar days, except if you are a BigPond customer; or
  - (b) you do not comply with these terms or the terms of your BigPond, Telstra mobile or Basic Telephone Service service/s (as the case may be) to which this service relates.
- 11.13 If we disable your MyInbox or Webmail, all mail messages stored in your MyInbox or Webmail at that time will be deleted, and you may not be eligible to use MyInbox and MyConnect in the future.
- 11.14 All mail messages that are deleted from your MyInbox or Webmail cannot be retrieved or accessed by you.
- 11.15 If we delete mail messages from your MyInbox or Webmail, or mail messages sent to your MyInbox or Webmail, we are not obliged to notify you or the sender of the mail message.

#### **Linking your mobile phone - voicemail and videomail retrieval**

- 11.16 If you have a Telstra post-paid or pre-paid mobile service that is linked to your MyConnect account and with an active MessageBank service, you can retrieve voicemail and videomail messages on your mobile service via your MyInbox.
- 11.17 We charge you the following to retrieve unread voicemail and videomail messages from your MyInbox:

<b>Message type</b>	<b>Price per unread message retrieved (ex GST)</b>	<b>Price per unread message retrieved (incl GST)</b>
Voicemail	27.27¢	<b>30¢</b>
Videomail	27.27¢	<b>30¢</b>



## Part E – SMS Messages and Email

- 11.18 You will not be charged for retrieving any voicemail or videomail messages via your MyInbox that you have already retrieved on your mobile phone (and are marked as read).
- 11.19 Voicemail and videomail messages retrieved via your MyInbox will be stored in your MyInbox for 7 consecutive calendar days from the time of retrieval and deleted after that time (unless you move them to a personal folder within that 7 day period).
- 11.20 Any voicemail or videomail read or deleted via MyInbox will be also marked as read or deleted (as the case may be) in the messaging folder on your mobile phone.

### **Linking your mobile phone - SMS & MMS messaging and SMS Alerts**

- 11.21 If you have a Telstra post-paid or pre-paid mobile service that is linked to your MyConnect account and a mobile handset that is capable of sending and receiving SMS and MMS messages, you can use MyInbox to:
- (a) send SMS and MMS messages from your computer to a compatible mobile phone or compatible fixed phone service (you can find out more about services that are compatible with MyInbox by asking us);
  - (b) send SMS messages from a compatible mobile phone to your computer (via MyInbox at “125Inbx”);
  - (c) automatically receive MMS messages sent to a compatible mobile phone on your computer (via MyInbox); and
  - (d) send an SMS Alert to a compatible mobile phone when you create an event or anniversary reminder in the calendar of MyInbox.
- 11.22 All replies to SMS or MMS messages sent from your computer via MyInbox will be directed to your Telstra mobile service, and not to MyInbox.
- 11.23 All size, capacity, image quality and other limitations that apply to SMS and MMS generally will also apply to SMS and MMS messages sent from MyInbox. These can be found in Part E of the Telstra Mobile section of Our Customer Terms at [http://www.telstra.com.au/customerterms/home\\_mobile\\_sms\\_mess.htm](http://www.telstra.com.au/customerterms/home_mobile_sms_mess.htm) and [http://www.telstra.com.au/customerterms/bus\\_mobile\\_sms\\_mess.htm](http://www.telstra.com.au/customerterms/bus_mobile_sms_mess.htm).
- 11.24 If we delete any SMS messages or MMS messages sent or received using this service, we are not obliged to notify you or the sender of the message.
- 11.25 You may elect to receive a message record in the “Sent Items” folder of your MyInbox for each SMS message and MMS message you send from MyInbox.
- 11.26 We charge you for each SMS messages and MMS message sent whether or the SMS or MMS is delivered or received.

**Part E – SMS Messages and Email**

- 11.27 We will add the charges to your Telstra post-paid mobile bill or deduct them from your Telstra pre-paid account, as the case may be. If you are a post-paid customer, we may deduct the charges from any monthly included calls or included SMS or MMS component of your Telstra mobile service.
- 11.28 If your MyInbox account is terminated or cancelled for any reason, we may issue a final invoice immediately upon termination or cancellation.
- 11.29 You can send an SMS or MMS message (as the case may be) to up to 25 compatible mobile or fixed phone services at a time from a compatible computer. We charge you for each individual mail message sent. For example, one SMS message sent to 25 services will be charged as 25 SMS messages.

**SMS charges**

- 11.30 We charge you the standard rate under your Telstra mobile plan for any SMS messages you send from MyInbox, which will be applied to the bill of your linked Telstra mobile service (provided you have selected your Telstra mobile service, and not a linked Basic Telephone Service, as the “From” account in the settings page).
- 11.31 You will also be charged at your standard rate for SMS Messages you send from your mobile phone to MyInbox using 125Inbx.

**SMS Alert charges**

- 11.32 We charge you the following for SMS Alerts:

<b>Message type</b>	<b>Price per message (ex GST)</b>	<b>Price per message (incl GST)</b>
SMS Alert	4.54¢	<b>5¢</b>

**MMS charges**

- 11.33 We charge you the following for MMS messages:

### Part E – SMS Messages and Email

Message type	Price per message (ex GST)	Price per message (incl GST)
Domestic MMS text, image and audio messages	45.45¢/recipient	<b>50¢/recipient</b>
Domestic MMS video messages	68.18¢/recipient	<b>75¢/recipient</b>
MMS messages sent to international mobile phone	68.18¢/recipient	<b>75¢/recipient</b>

#### Linking your home/office phone – voicemail retrieval

- 11.34 If you link an eligible Basic Telephone Service with an active MessageBank, Home Messages 101 or MessageBank Virtual service to your MyInbox account, you can retrieve voicemail messages left on your Basic Telephone Service via your MyInbox.
- 11.35 There is no charge to retrieve Basic Telephone Service voicemail messages from a MessageBank, Home Messages 101 or MessageBank Virtual service via MyInbox account.
- 11.36 Voicemail messages retrieved via your MyInbox will be stored in your MyInbox for 7 consecutive calendar days from the time of retrieval and deleted after that time (unless you move them to a personal folder within that 7 day period).
- 11.37 Any voicemail read or deleted via MyInbox will be also recorded as read or deleted (as the case may be) on the MessageBank, Home Messages 101 or MessageBank Virtual service (as applicable).
- 11.38 You must have the permission of the account holder of the eligible Basic Telephone Service to link their service to your MyInbox account. The:
- (a) account holder will be notified that you have linked your MyInbox account to their service;
  - (b) account holder may disconnect the link to their Basic Telephone Service to your MyInbox account at any time; and
  - (c) user name for your MyInbox account will be visible to other users who have linked their MyInbox account to the same Basic Telephone Service.

**Part E – SMS Messages and Email**

11.39 A maximum of 15 MyInbox accounts may be linked to an eligible Basic Telephone Service at any time.

**Linking your home/office phone – SMS messaging**

11.40 If you have an eligible Basic Telephone Service with an active MessageBank, HomeMessages 101 or MessageBank Virtual service that is linked to your MyInbox account, you can use MyInbox to send SMS messages from the Basic Telephone Service to a compatible mobile phone or compatible fixed phone service. You can find out more about services that are compatible with MyInbox by asking us.

11.41 We charge you for each SMS message sent, whether is delivered or received, at the following rate:

<b>Message type</b>	<b>Price per message (ex GST)</b>	<b>Price per message (incl GST)</b>
Domestic SMS	22.73¢/recipient	<b>25¢/recipient</b>
International SMS	31.82¢/recipient	<b>35¢/recipient</b>

11.42 The above charges will be applied to the bill of your linked Basic Telephone Service (provided you have selected your Basic Telephone Service, and not a linked mobile service, as the “From” account in the settings page).

11.43 Paragraphs 11.25 to 11.27, and 11.30 to 11.31 of this Part E apply to SMS messages sent via an eligible Basic Telephone Service.

11.44 All replies to SMS messages sent from MyInbox will be directed to your Basic Telephone Service, and not to MyInbox. You will receive these replies in one of the ways set out below:

- (a) if the replies are sent to a customer with SMS compatible equipment, the message is delivered in text similar to a mobile phone display;
- (b) if the replies are sent to a customer who is using a fax machine that is set up to receive faxes at the time the message is delivered, the message is delivered by fax; or
- (c) in all other cases:

**Part E – SMS Messages and Email**

- (i) if you answer the incoming reply message as it is received on your phone, the message is delivered by converting text-to-speech which we call a “Talking Text” message; or
- (ii) if you do not answer the incoming message on your phone, the reply message is delivered as a “Talking Text” message voicemail to your MyInbox.

11.45 You must have the permission of the account holder of the eligible Basic Telephone Service to link that service to your MyInbox account. Paragraph 11.40 (a) to (c) applies your sending SMS messages using a Basic Telephone Service.

**MyDesktop Messaging – sending SMS and MMS via Microsoft Outlook®**

11.46 The MyDesktop Messaging feature (downloadable from MyInbox) allows you to send SMS and MMS messages to compatible mobile services or compatible fixed phone services from the Microsoft Outlook application on your computer.

11.47 To be eligible to use MyDesktop Messaging feature, you must have a computer with internet access and a compatible version of Microsoft Windows and Outlook (as notified by us). You must also have linked your MyInbox account to a:

- (i) Telstra mobile post-paid or pre-paid service. This will allow you to send SMS and MMS messages from that mobile via Microsoft Outlook; or
- (ii) Basic Telephone Service on a Telstra plan (excluding HomeLine Part and BusinessLine Part) with an active MessageBank, Home Messages 101 or MessageBank Virtual service. This will allow you to send SMS messages from that Basic Telephone Service from Microsoft Outlook.

11.48 You must download the MyDesktop Messaging application from the settings page of MyInbox to use this service. Once downloaded, MyDesktop Messaging will be available via the toolbar of your Microsoft Outlook application.

11.49 If you have linked a Telstra mobile service to MyInbox, we will charge you the SMS and MMS rates in paragraphs 11.32 and 11.35 above for each SMS or MMS message sent using MyDesktop Messaging. These charges will appear on your mobile phone bill (if you are a post-paid customer) or be deducted from your pre-paid account balance (if you are a pre-paid customer).

11.50 If you have linked your eligible Basic Telephone Service to MyInbox, we will charge you the following rates for sending SMS messages using MyDesktop Messaging (which will be applied to the bill for your Basic Telephone Service):

### Part E – SMS Messages and Email

Message type	Price per message (ex GST)	Price per message (incl GST)
Domestic SMS	22.73¢/recipient	<b>25¢/recipient</b>
International SMS	31.82¢/recipient	<b>35¢/recipient</b>

- 11.51 If you have linked both a Telstra mobile service and eligible Basic Telephone Service to MyInbox, all SMS and MMS messages sent using MyDesktop Messaging will appear as being sent from your mobile service number, and you will be charged and billed to your mobile service.
- 11.52 All replies to SMS or MMS messages sent from your Telstra mobile service via Microsoft Outlook using MyDesktop Messaging will be directed to your Telstra mobile service, and not to Microsoft Outlook.
- 11.53 All replies to SMS messages sent from your eligible Basic Telephone Service via Microsoft Outlook using MyDesktop Messaging will be directed to your Basic Telephone Service, and not to Microsoft Outlook. You will receive these replies in one of the ways described in paragraph 11.45.
- 11.54 Paragraphs 11.25 to 11.28 and 11.30 to 11.31 above apply to SMS and MMS messages sent using the MyDesktop Messaging feature.

#### **General Conditions of MyInbox**

##### **Application**

- 11.55 The following terms and conditions apply to MyInbox.

##### **Availability**

- 11.56 We will use reasonable care and skill in providing MyInbox, and will use all reasonable efforts to, as soon as possible, rectify any problem notified to us. However, due to the nature of the services, we do not promise that it will be continuous, accessible or at all times or fault-free.
- 11.57 MyInbox isn't available to Telstra wholesale customers or for resale. You cannot assign or resupply MyInbox to a third party.

### Part E – SMS Messages and Email

#### **FairPlay**

11.58 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms), Acceptable Use Policy (set out in Part A – General Terms for BigPond Services of Our Customer Terms) and the terms of your applicable Internet service and Telstra mobile service (as applicable) apply to your use of MyInbox.

#### **Linked Mobile Service**

11.59 You can only register one Telstra mobile service to use with MyInbox at a time. You can change the Telstra mobile service connected to your MyInbox, by unlinking your existing Telstra mobile service and linking your new Telstra mobile service, provided that you are the account holder for the new Telstra mobile service.

#### **Your responsibilities**

11.60 You are responsible for:

- (a) all content sent to and from your MyInbox;
- (b) all equipment and software used to access MyInbox;
- (c) the consequences of any filtering or other application you choose to apply to MyInbox;
- (d) paying your internet service provider for any internet connection and/or carriage charges associated with using MyInbox.

11.61 You must:

- (a) pay all fees and charges associated with your use of the MyInbox;
- (b) promptly tell us if you believe or suspect that the service has been compromised or is being used in a manner that breaches these terms;
- (c) regularly check your MyInbox (or, if you have arranged for emails sent to MyInbox to be forwarded to an alternate email address, you must check that alternate email address), mobile phone or primary email address for messages about your MyInbox service;
- (d) comply with all relevant laws when creating and sending mail messages;
- (e) not send content via MyInbox that is inappropriate or offensive to the intended recipients;
- (f) not use MyInbox for commercial purposes; and

### Part E – SMS Messages and Email

- (g) not use MyInbox for any purpose which is critically dependent on a fault-free service.

#### **Software**

11.62 If we provide you with software to use with MyInbox and terms accompany the software, then we provide that software to you on the terms that accompany it.

11.63 If we provide you with software and no terms accompany the software, then:

- (a) we grant you a non-exclusive, non-transferable licence to use the software for the sole purpose of using the service on these terms;
- (b) you must not use, or permit any person to use, the software in any way that is not permitted by these terms; and
- (c) without limiting clause 11.63(b), you must not:
  - (i) use the software on behalf of, or for the benefit of, any other person; or
  - (ii) disassemble, reverse engineer or create more than one copy of the software (unless you have a statutory right to disassemble, reverse engineer or create more than one copy of the software, in which case you must only do so to the extent permitted by your statutory right).

#### **Synchronisation & Storage**

11.64 While we will take reasonable steps to protect your data while stored in MyInbox, we are not responsible for any loss of data (by whatever means) caused by your use of MyInbox.

#### **Virus & Spam e-mails on your MyInbox or Webmail**

11.65 While we will take reasonable steps to prevent you from receiving:

- (a) mail messages that we identify as containing a virus that we know about, or
- (b) mail messages that we identify as an unsolicited commercial or bulk mail message,

via MyInbox and Webmail, we do not guarantee that you will not receive mail messages with a virus or that are unsolicited commercial or bulk mail messages.

#### **Termination and suspension**

11.66 Unless otherwise specified in these terms, you may cancel your MyInbox at any time by contacting Telstra at “13Pond” or via any other method nominated in these MyInbox terms.



### Part E – SMS Messages and Email

11.67 We may cancel or suspend your MyInbox:

- (a) at any time if:
  - (i) your MyInbox account is cancelled or suspended;
  - (ii) your BigPond service or Telstra mobile service to which the service relates are cancelled or suspended; or
  - (iii) you do not comply with these terms, the terms of your BigPond service or the terms of your Telstra mobile service to which this service relates; or
- (b) otherwise, on 30 days' written notice.

11.68 If your MyInbox is cancelled:

- (a) cancellation will become effective on the first day of the next month in billing cycle; and
- (b) we will store your data for 30 calendar days from the date of cancellation.

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## 12 Social Network Messaging service

### What is the Social Network Messaging service?

12.1 The Social Network Messaging service allows Telstra mobile customers who use the websites of eligible social networks to:

- (a) receive notifications by SMS from the social networking website, on their Telstra mobile; and
- (b) send SMS updates and messages from their Telstra mobile to the social networking website.

### Eligibility and availability

12.2 The Social Network Messaging service can only be used in conjunction with eligible social networking websites that we advertise on our website, telstra.com (“**Eligible Social Networks**”). Currently, the Eligible Social Networks are Facebook and Twitter.

12.3 To use the Social Network Messaging service, you must first become a member of one or more of the Eligible Social Networks.

### Part E – SMS Messages and Email

12.4 The Social Network Messaging Service is available to pre-paid and post-paid Telstra mobile customers using any device type that supports SMS on either the Telstra 2G or Next G™ networks.

12.5 The Social Network Messaging Service is available until withdrawn by us. We can withdraw this service at any time, but we will notify you if we do so. Because the Eligible Social Network controls how you sign up for this service, you may not receive notification until after the service has been withdrawn.

#### **Who these terms apply to**

12.6 These terms apply to you if you activate SMS notifications with an Eligible Social Network and you:

- (a) receive SMS notifications from that Eligible Social Network to your Telstra mobile; or
- (b) send SMS updates from your Telstra mobile to the Eligible Social Network.

#### **Charges for the Social Network Messaging Service**

12.7 We do not charge you for receiving SMS notifications from an Eligible Social Network to your Telstra mobile.

12.8 If you send an SMS from your Telstra mobile to an Eligible Social Network, we will charge you the standard rate that we charge for sending an SMS to a non-Telstra mobile number under your Telstra mobile plan.

12.9 If your Telstra mobile plan allows you to send free or discounted SMS to particular numbers that you nominate, you cannot nominate the SMS access code for an Eligible Social Network as one of those numbers

12.10 If you send SMS updates using the Social Network Messaging Service while you are overseas, you will be charged the standard international roaming rates that apply under your Telstra mobile plan.

#### **What we are not responsible for**

12.11 We are not responsible for any service or content provided to you by an Eligible Social Network website.

12.12 You are responsible for SMS updates or messages that you send. You must not send content or links to content that is inappropriate or offensive. You must not engage in messaging activity that interferes with or compromises any other person's use of the Social Network Messaging service (such as spamming another person). If we reasonably believe that you are using the service in this way we may:

## Part E – SMS Messages and Email

- (a) bar your access to, or cancel, your Social Network Messaging service without notice to you; or
- (b) suspend or cancel the Telstra mobile service that you are using in breach of this clause. We will give you notice before we do so, unless the conduct is so serious that it requires immediate action by us.

12.13 You must comply with all laws when sending SMS updates via the Social Network Messaging service, including intellectual property laws. If we reasonably believe that you have failed to comply with any law, we may bar your access to, or cancel, your Social Network Messaging service without notice to you.

12.14 We are not responsible if an Eligible Social Network changes its service and this affects you or affects the Social Network Messaging Service. For example, an Eligible Social Network may at any time change or withdraw its service, which may mean that we can no longer provide the Social Network Messaging Service to you.

12.15 If you cancel your Telstra mobile service, it is your responsibility to remove or update your mobile number with the Eligible Social Network. Otherwise it is possible that the new owner of the mobile service will receive SMS notifications that were intended for you.

### **Fair use policy**

12.16 If you receive a combined total of more than 2000 messages from all Eligible Social Networks to your Telstra mobile in a month, we may ask you to limit your use of the Social Network Messaging service. If you do not do so, we may bar your access to, or cancel, your Social Network Messaging service. We will notify you before we do so.

12.17 You may be able to adjust the settings on your Eligible Social Network homepage to ensure that you do not breach this fair use policy.

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## **13 Telstra Messaging**

13.1 If you purchase a compatible handset from us with an eligible pre-paid or post-paid mobile plan, your handset may support a native Rich Communication Service (RCS) that can be used as an integrated inbox for eligible message and file types.

# **Our Customer Terms**

## **Telstra Mobile Section**

### **Part E – SMS Messages and Email**