PRE-PAID MOBILE SERVICE TERM

This section sets out specific terms that apply to our Pre-Paid Mobile Services. These terms are in addition to the General Terms and relevant Critical Information Summary.

1 CONNECTING

1.1

Activating your service

- 1.2 Once you have your SIM, and have requested the activation of your service, we'll aim to activate your service as soon as reasonably possible. We'll notify you when you can start to use your service.
- 1.3 When you activate your service you must provide us with your name, address, date of birth and any other information and identification reasonably requested by us.
- 1.4 You cannot have more than 35 services active on a single account. If you seek to activate a service on an account in excess of that number, the activation will fail.

You can transfer an existing mobile phone number to us

- 1.5 You can transfer an existing active mobile phone number from another mobile service provider to us. You'll need to agree to our transfer terms and conditions.
- 1.6 If you're transferring an existing mobile number from another service provider, we'll aim to connect you within 1 business day of successfully completing the transfer. Where the transfer isn't successfully confirmed, we'll notify you and aim to connect you on the next working day
- 1.7 We'll use reasonable efforts to transfer your number and we'll notify you if your transfer request isn't successfully confirmed.

Plan inclusions

1.8 If you buy a Pre-Paid SIM Kit, any included credit will be available after activation of your service.

2 USING YOUR MOBILE SERVICE

Your Mobile Service features

- 2.1 If your service is a pre-paid mobile service, it:
 - (a) includes an allowance of data, calls and texts, all to use in Australia;
 - (b) allows you to add on extras; and
 - (c) allows you to use a compatible BYO device or purchase a new device outright.
- 2.2 If your Service is a pre-paid mobile broadband service, it:
 - (a) includes an allowance of data to use in Australia when you recharge;
 - (b) allows you to add on extras; and
 - (c) allows you to use a compatible BYO device or purchase a new device outright.

- 2.3 Your Service comes with:
 - (a) a mobile number (if you don't transfer or don't have a current mobile number);
 - (b) the features and inclusions as set out in your Critical Information Summary; and
 - (c) MessageBank, which provides you with a personalised answering service for your mobile phone when you are unable to answer a call; and
 - (d) Calling Number Display.
 - 2.4 Your Service, and the allowances included with your service, are for personal use only. If your service is a pre-paid mobile service, it is also for use in a smartphone only.

Period for using the service

- 2.5 Your Critical Information Summary specifies the network access period during which you can use the service features, once activated. The date on which the network access period ends is the recharge expiry date.
- 2.6 Your Service enters a 6-month recharge only period after the recharge expiry date. When your Service is in recharge only period, you cannot use any other features or our services, except make calls to 000 and access our online recharge facilities.
- 2.7 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.

Recharging your Service

- 2.8 You can recharge your Service by:
 - (a) making a payment via PayPal, credit or debit card; or
 - (b) setting up an auto recharge using your credit or debit card.
- 2.9 In setting up auto recharge:
 - (a) you authorise us to charge your credit or debit card a fixed amount when your previous recharge expires; and
 - (b) you must ensure you have sufficient funds to honour the auto recharge. If your recharge transaction is rejected by your financial institution, then the auto recharge will not be provided.

SMS Messages

- 2.10 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.
- 2.11 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 our SMS network.
- 2.12 We will take responsible steps to deliver SMS messages. However, in some circumstances the message may be undeliverable for reasons which include:

- (a) technological difficulties;
- (b) the receiving device is not working properly, is switched off, is out of range or the message storage space on the device is full;
- (c) the destination number is invalid or barred to SMS;
- (d) the person is overseas and the overseas phone company has blocked SMS from us.

In such cases we will be unable to deliver the message.

- 2.13 SMS 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.
- 2.14 SMS messages to fixed phone services are not encrypted so it is possible that a third party could intercept an SMS during transmission or delivery.

Multimedia Messaging Service (MMS) Messages

- 2.15 With an MMS capable device, MMS allows you to create and send mobile messages containing images, photos, text, audio clips and short video recordings.
- 2.16 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 text activity that interferes with or compromises any other person's use of the MMS service (such as spamming another person).
- 2.17 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) 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.
- 2.18 If you attempt to send any MMS message that is larger than 500 kilobytes in size, your MMS message may not be successfully submitted and/or received. Most handsets support previewing of message properties, including file size.

Standard Calls and Messages

- 2.19 Standard Calls and Texts include:
 - (a) Standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to our and Optus Satellite Mobiles)
 - (b) All '11' calls
 - (c) All '13' calls (6 and 10 digit)
 - (d) All '1800' calls
 - (e) Call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code

only or mobile numbers commencing with 04xx only

- (f) MessageBank diversion and retrieval charges (voice and video) within Australia
- (g) National mobile originating text, picture and video messages
- 2.20 Included call minutes are consumed in 30 second blocks.

Calling Number Display

- 2.21 Calling Number Display shows you who's calling your mobile phone from Australia by displaying the calling number on your handset (unless the number calling is blocked). This only applies to calls that are made in Australia.
- 2.22 Calling Number Display also enables your mobile number to be displayed on the mobile or fixed phone you are calling (unless it is blocked).
- 2.23 Your phone number may also be displayed to a person you are calling overseas (unless it is blocked).
- 2.24 You must apply to us to block your mobile number on all calls (otherwise you can block your number on a single call). A permanent number display block will apply to calls made on the Telstra network and we will ask the network operators block your number so their customers won't be able to see your number on their Calling Number Display.

Pre-Paid Extras

- 2.25 Extras can continue to be used until they expire, even if the last recharge has expired.
- 2.26 If you have an active extra but don't have an active recharge you will be unable to access your rolled over data.
- 2.27 You cannot purchase an extra if you don't have an active recharge.

3 INTERNATIONAL ROAMING

What is International Roaming?

- 3.1 International Roaming allows you to use your compatible device to make/receive calls, use data services and send/receive SMS and/or MMS overseas in eligible countries.
- 3.2 You can add International Roaming to your Pre-Paid mobile service by purchasing a Pre-Paid International Roaming pack (as further described in clauses 3.3 and 3.4 below) ("Pre-Paid International Roaming Pack").
- 3.3 Each Pre-Paid International Roaming Pack:
 - (a) includes:
 - (i) a call allowance (being a number of minutes) to and from standard international numbers while in Eligible Countries;
 - (ii) an allowance for SMS and MMS (being a number of SMS or MMS) to standard international numbers while in Eligible Countries; and
 - (iii) a data allowance (being a number of MB or GB) for use in Eligible Countries,

(together, the Inclusions); and

(b) is only valid for a specific period of time (**Roaming Period**).

A standard number refers to local or international fixed-line and mobile numbers. Data usage is the amount of data you use to browse the internet, send and receive email and MMS, and use mobile apps.

3.4 The specific Inclusions, Roaming Period and Eligible Countries for each Pre-Paid International Roaming Pack are set out in the <u>Critical Information Summary</u> for Pre-Paid International Roaming.

Your Pre-Paid International Roaming Pack

- 3.5 The Inclusions, Roaming Period and Eligible Countries for your Pre-Paid International Roaming Pack will depend on the Pre-Paid International Roaming Pack you have purchased.
- 3.6 Your Pre-Paid International Roaming Pack will become active immediately following purchase.
- 3.7 You do not need to have an active recharge on your Pre-Paid service in order to purchase a Pre-Paid International Roaming Pack.

Roaming Period

- 3.8 You can start using International Roaming on your pre-paid service as soon as you have purchased your Pre-Paid International Roaming Pack.
- 3.9 The Roaming Period for your Pre-Paid International Roaming Pack starts from the date and time on which your Pre-Paid International Roaming Pack is purchased, and your Pre-Paid International Roaming Pack will expire automatically at the end of that Roaming Period. For example, if the Roaming Period for your Pre-Paid International Roaming Pack is 3 days and you purchase your Pre-Paid International Roaming Pack on 1 June at 3pm, your Roaming Period will end (and your Pre-Paid International Roaming Pack will expire) at 3pm on 4 June.
- 3.10 Any unused data allowance or call or SMS/MMS inclusion will also expire automatically (and will not rollover) at the end of the applicable Roaming Period.
- 3.11 If you want to continue to use International Roaming on your pre-paid mobile service after your pack expires, you must purchase a new Pre-Paid International Roaming Pack.

Usage

- 3.12 Your Pre-Paid International Roaming Pack excludes the following usage:
 - (a) data, calls or SMS/MMS used in Eligible Countries in excess of the applicable Inclusions for your Pre-Paid International Roaming Pack;
 - (b) calls made, SMS/MMS sent and data used while in Australia, on airplanes or cruise ships, or in overseas destinations other than in the Eligible Countries; and
 - (c) usage in countries that are not Eligible Countries.
- 3.13 Calls, SMS and MMS to Australia while in an Eligible Country will be deducted from the applicable Inclusions for your Pre-Paid International Roaming Pack.
- 3.14 Sending any SMS or MMS will draw from your messaging allowance, but receiving SMS or MMS will not draw from your messaging allowance. Sending & receiving MMS will also draw from your data allowance.

- 3.15 You may receive voicemails free of charge while roaming in an Eligible Country, but you will draw from your calling allowance to retrieve a voicemail message. To retrieve a voicemail message when roaming you must have an active Pre-Paid International Roaming Pack.
- 3.16 Pre-Paid International Roaming Packs may be stacked, meaning you may have multiple Pre-Paid International Roaming Packs active at once. If you have multiple Pre-Paid International Roaming Packs active at once, the pack with the earliest expiry will be used first, and the Roaming Period for the next pack will start immediately after that.

International Roaming Notification

- 3.17 We will send you notifications (**Notification SMS**) when you are overseas to:
 - (a) let you know whether the destination you have landed in is eligible for roaming;
 - (b) provide you with usage notifications for data, calls and texts;
 - (c) advise you of the expiry of your Pre-Paid International Roaming Pack; and
 - (d) provide a telephone number that you can call us on when you are overseas.
- 3.18 You will only be able to receive Notification SMS if you have a mobile device which is capable of receiving SMS.

Specific definitions

3.19 In this clause 3:

Eligible Country means the countries listed as Eligible Countries in the <u>Critical Information</u> <u>Summary</u> for your Pre-Paid International Roaming Pack.

Inclusions has the meaning given to it in clause 3.3(a).

Pre-Paid International Roaming Pack has the meaning given to it in clause 3.2 above.

Roaming Period has the meaning given to it in clause 3.3(b) above.

4 GET HELP

Replacement SIM cards

4.1 You can request a replacement SIM card if you need one. We'll provide a new SIM card free of charge within Australia.

Reporting Service faults

4.2 You can check the status of an outage online or report a Service fault to our 24-hour service.

Repairing Mobile Network faults

- 4.3 We'll repair faults that occur on our mobile Networks and restore full service during standard business hours (8am-5pm Monday to Friday, except public holidays). We'll also aim for the following:
 - (a) All faults: Provide after-hours maintenance where there are major Network outages (giving priority to outages), natural disasters, and any other special cases that we

consider deserve after-hours maintenance.

- (b) Urban: Restore within two working days of being told about the fault.
- (c) Rural: Restore within three working days of being told about the fault.
- (d) Isolated areas: Restore within four working days of being told about the fault

Blocking your handset

- 4.4 If your handset is lost or stolen, you can ask us to block it. Blocking your handset means people can't use it on our Network (other than calls to emergency services and certain customer service numbers).
- 4.5 We may block your handset if:
 - (a) we reasonably think it is lost or stolen, or is threatening the integrity of our Network; or
 - (b) we are requested to block it as part of the inter-carrier International Mobile Equipment Identity (IMEI) blocking initiative.
- 4.6 We may decide not to block or stop blocking your handset if you ask us, or if we believe there may be another handset with the same IMEI number we use to block and unblock your handset.

Unblocking your handset

- 4.7 You can ask us to unblock the use of a handset:
 - (a) if you believe that we may have blocked the use of a handset by mistake; or
 - (b) where you recover a lost or stolen handset.

5 LEAVING

Transferring your mobile number

5.1 If you choose to transfer your number to another mobile service provider on another network, we'll use reasonable efforts to transfer your number. Your Mobile Service and any extras will be cancelled once the transfer is complete.