

# TELSTRA STANDARD TERMS – GENERAL TERMS

## 1 ABOUT OUR STANDARD TERMS

### What are these “Standard Terms”?

- 1.1 Telecommunications legislation allows us to set out our standard terms in a “Standard Form of Agreement”. These Standard Terms are our “Standard Form of Agreement”. Under the legislation you and we must comply with these Standard Terms unless you and we have agreed differently.
- 1.2 Our Standard Terms are made up of three parts as set out below.
  - (a) **General Terms:** Terms that apply to all our Services & tells you how we supply Services
  - (b) **Service Terms:** Terms that apply to our different Services, depending on what Services you buy from us.
  - (c) **Critical Information Summary:** Key details around inclusions, price, and other aspects of the Plan you buy from us.
- 1.3 If the parts of our Standard Terms are inconsistent, the relevant Critical Information Summary will generally apply to the extent of the inconsistency, followed by the applicable Service Terms and then the rest of these Standard Terms. The only exception is where a term explicitly states that it applies regardless of any other parts of our Standard Terms.

### Who is a consumer customer?

- 1.4 You will be a consumer customer if:
  - (a) your service is of a kind ordinarily acquired for personal, domestic or household use; and
  - (b) you are using your service for the primary purpose of personal, domestic or household use.

## 2 BECOMING OUR CUSTOMER

### Accepting your application

- 2.1 You’ll need to meet some requirements before we accept your application for a Service:
  - (a) You must be a consumer who is eligible for that Service (as set out in the Critical Information Summary for your Service).
  - (b) The Service must be available for us to provide to you.
  - (c) You must meet our credit requirements.

### Assignment by us

- 2.2 We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under Our Standard Terms to another person (**Incoming Party**) provided that:
  - (a) the Incoming Party is a related body of us, or is a company of substance;
  - (b) the Incoming Party will assume those rights, benefits, obligations and/or liabilities;

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- (c) your rights and the services provided to you under Our Standard Terms will not be prejudiced as a result of the assignment, novation or transfer;
- (d) the assignment, novation or transfer is occurring as part of a sale of our business or business restructure; and
- (e) we have given you 30 days' prior notice of any such novation, assignment or transfer.

2.3 You must accept performance by the Incoming Party in place of performance by us.

### Assignment by you

2.4 You can't transfer your rights and obligations for your service without our consent, which we won't unreasonably withhold.

## 3 USING YOUR SERVICE

### We'll use due care and skill

- 3.1 We will use due care and skill in providing our services and will provide our service in accordance with Our Standard Terms. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply to services we supply.
- 3.2 However, given the nature of telecommunications systems (including our services' reliance on systems and services that we do not own or control), we cannot promise that our services will be continuous or fault-free.

### Use for intended purpose

3.3 Our Standard Terms may state that a service is provided for a particular purpose. You must only allow the service to be used for that purpose.

### Your responsibility

- 3.4 You are responsible for and have to pay for any use of your service, whether you authorise it or not, except to the extent we have caused or contributed to any unauthorised use.
- 3.5 You can take steps to prevent unauthorised use of your service (for example, depending on your service, by using passwords, PIN numbers, barring options and/or other security measures to control who gains access to and uses your service) and you can contact Telstra to arrange for your mobile service to be suspended if for example, your mobile handset has been lost or stolen.
- 3.6 If you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others.
- 3.7 We occasionally need your consent to do certain things. We can rely on the authority of any of your employees who tell us they have authority to give your consent, as long as we act reasonably.

### Your responsibility for equipment

3.8 You are responsible for any equipment at your premises (including any that belongs to us). You must pay us for any loss or damage to our equipment at your premises, except for fair wear and tear.

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- 3.9 You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards see the Australian Communication Authority's website at [www.acma.gov.au](http://www.acma.gov.au).
- 3.10 You must make any changes we ask to your equipment to avoid any danger or interference it may cause.

### Tell us if things change

- 3.11 You have to tell us about any relevant changes to your services or equipment that may affect our ability to provide your service to you.

### Getting help and making complaints

- 3.12 If there's something you're not happy with and you want to make a complaint, visit [telstra.com/complaints](http://telstra.com/complaints).
- 3.13 We like to make every attempt to resolve any issue, but if you'd like an independent investigation, you can contact the Telecommunications Industry Ombudsman by phone on 1800 062 058 or through [tio.com.au/about-us/contact-us](http://tio.com.au/about-us/contact-us).

## 4 FAIRPLAY POLICY

### Why do we have a FairPlay Policy?

- 4.1 We want all customers to have fair access to our Services. Our FairPlay Policy aims to ensure Services are used legally and in a way that protects our equipment and Network. Use outside this Policy can impact how our Network operates, lessen service quality, and reduce reliability, and that's not fair.

### We may monitor your Service for excessive or unusual use patterns

- 4.2 We may monitor and review your Services for excessive or unusual use patterns. We may notify you where we identify them.
- 4.3 You agree to cooperate with us as reasonably necessary for any review, including giving us information and explanations about your use within a reasonable time.

### What happens if you breach our FairPlay Policy?

- 4.4 If we reasonably believe you've breached this Policy, we may slow, suspend, cancel or limit your right to use your Service or one or more features of your Service without notice.
- 4.5 We may notify you of the breach and give you 30 days to start complying with the Policy or fix the breach. If you don't start complying or fix the breach, we may suspend, cancel or limit your right to use the relevant Service.

### FairPlay Policy Rules

- 4.6 A legitimate use of Services for their intended purposes will not be a breach this Policy.

### No unlawful use

- 4.7 You must comply with all applicable laws while using your Services. You must not use your Services:

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- (a) to break the law or allow anyone else to do so (including by breaching any applicable content requirements, regulations, or applicable codes of practice);
- (b) to infringe on another person's rights, including by:
  - (i) deleting author acknowledgements, legal notices, proprietary designations, or labels in any file uploaded to an information service; or
  - (ii) downloading files where you know (or should know) that the file was illegally distributed;
- (c) to abuse, threaten or embarrass another person, including by:
  - (i) making obscene, threatening or defamatory remarks or inciting hatred; or
  - (ii) creating or sending content that's inappropriate or offensive to the intended recipients; or
- (d) in a way that causes us to breach any applicable law or infringe on another person's rights.

### No unreasonable use

- 4.8 You must not unreasonably use your Services. Unreasonable use includes any use that (in our reasonable opinion):
- (a) is fraudulent use;
  - (b) interferes with others' use of our Network;
  - (c) causes significant Network congestion or reduces our ability to provide quality services to other Network users; and
  - (d) attempts to manipulate or bypass any Service limitations, including rerouting call traffic to disguise the originating party or any breach of these Standard Terms.

### No inappropriate or harmful use

- 4.9 You must not inappropriately or harmfully use your Services, including:
- (a) creating or sending inappropriate or harmful content;
  - (b) creating or distributing any material that you know or suspect may contain a virus or other harmful component;
  - (c) connecting non-compliant or unapproved equipment and devices to your Services;
  - (d) obtaining unauthorised access to any computer, system or network; or
  - (e) in a way we reasonably consider could adversely affect or prejudice us or our or its reputation.

### Only personal use

- 4.10 You must not use your Services for anything we reasonably consider to be outside ordinary personal use for that Service. This includes:

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- (a) reselling or commercially exploiting any part of a Service (including SIM cards);
- (b) using a Service for arbitrage or to provide services to a carrier or carriage service provider; or
- (c) using a Service as a carrier or carriage service provider.

### No excessive use

4.11 You must not use your Service excessively. Factors we reasonably consider may point to excessive use include:

- (a) significant and unusually high volume of uploads or messages (including SMS, MMS or emails);
- (b) activity suggesting your Service is infected with a virus or other malicious software;
- (c) unusually high number of devices or Services associated with your address or account;
- (d) excessive use that is detrimental to you or our other customers;
- (e) unusual or excessive use of back to base services;
- (f) any usage that suggests irregular Network access, e.g. unusually long calls, an unusual pattern of short calls over a short time, or an unusually large volume of calls (particularly to premium-rate or international services); and
- (g) any other characteristics we consider aren't associated with ordinary personal use or internal business use.

## 5 CHANGING OUR STANDARD TERMS

### Terms we cannot change without your consent

5.1 We can only change the device repayment amounts during the term of your fixed term contract by getting your consent.

### Changes we can make without telling you

5.2 We can change Our Standard Terms immediately without telling you if we reasonably consider the change is likely to:

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

### Changes we can make by telling you at least 3 days beforehand

5.3 We can change Our Standard Terms by telling you at least 3 days beforehand if we reasonably consider the change is likely to have a minor detrimental impact on you.

5.4 We can make urgent changes to Our Standard Terms that are:

- (a) required by law; or

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- (b) necessary for security reasons, to prevent fraud or for technical reasons, by telling you at least 3 days before the changes, or if we are unable to do so, by giving as much notice as we reasonably can.

### **Changes we can make by telling you at least 30 days beforehand**

- 5.5 We can change Our Standard Terms by telling you at least 30 days beforehand if we reasonably consider that it has more than a minor detrimental impact on you. You can cancel your service on Fair Terms within 30 days of us telling you of the change.

### **When we reasonably consider that a change impacts you**

- 5.6 In this clause 5, in determining whether we reasonably consider that a change is likely to have a minor detrimental impact or more than a minor detrimental impact on you, we will take into account whether:
  - (a) you have used, or been charged for, the affected service, feature or inclusion in the last 6 months;
  - (b) the service, feature or inclusion is an optional 'add-on' or 'value add' service that you have acquired in the past; and
  - (c) the service is a 'once-off service' and we reasonably determine that you are likely to acquire the service in future.

### **Changing you to a different Plan**

- 5.7 From time to time we may make changes to your Plan or to the add-ons available with your plan (including price and inclusions), or we may move you to a new Plan (which may cost more).
- 5.8 If we change your Plan or move you to a new Plan:
  - (a) We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available Plan; and
  - (b) If you don't like the changes or the new plan, you can choose a new Plan or cancel your Plan on Fair Terms.

### **What we mean by cancelling the contract for a service on "Fair Terms"**

- 5.9 In this clause 5, if you cancel your service on "Fair Terms" you will only incur the following fees and charges:
  - (a) usage and other charges up to the cancellation date;
  - (b) installation fees; and
  - (c) cost of devices or hardware we have provided to you that you have not paid us for where those devices or hardware can be used with another service provider.
- 5.10 If you are entitled to cancel your service on "Fair Terms" and you have paid for your service beyond the date of your service cancellation, we will offer you a pro-rata refund for the remaining portion of your pre-payment.

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- 5.11 If you have paid upfront costs for equipment that cannot be used with another service provider and you cancel your service on "Fair Terms", we will refund those costs according to the following formula:

$$\frac{\text{Upfront equipment cost} \times \text{number of months (or part thereof) remaining in minimum contract term}}{\text{Total number of months in minimum contract term}}$$

Total number of months in minimum contract term

### How we can tell you about the changes

- 5.12 We'll tell you about changes via email, text, the My Telstra app, or any other method we consider reasonable in the circumstances.
- 5.13 We may direct you to find out more via our website or at a Telstra shop.

## 6 CHARGES AND PAYMENT

**This section sets out the payment and invoicing conditions for post-paid services. It does not apply to Pre-Paid services.**

### Charges

- 6.1 Our Standard Terms set out the charges you must pay us for your services. Sometimes you have to pay a particular charge in advance.
- 6.2 The following sets out the types of fees you'll pay. The fees themselves are as set out in the relevant Service Terms and Critical Information Summary:
- (a) Service fees (ongoing): Ongoing monthly fees for your Service and Plan. These are payable upfront every month.
  - (b) Extra fees (optional): Ongoing monthly fees for Extra services or devices, such as Netflix, an international calling pack, or monthly repayment fees under a Device Payment Contract. These are payable upfront every month.
  - (c) Once-off fees: Fees you pay once if you buy something outright or do something outside your Plan. These include fees we're charged for where you access a third-party service with your Services.

### How payments work

- 6.3 When you first order your Services, you pay for the first monthly payment upfront and agree to our AutoPay terms. Your payment month starts when your Service or Extra is activated.
- 6.4 After your first month, you'll pay your Service or Extra fees through automatic upfront monthly AutoPay payments (**AutoPay**) on the monthly payment date for that Service or Extra.
- 6.5 You pay for your Services and Extras on the same date each month after the date your Service or Extra was activated (the **monthly payment date**).
- 6.6 If your Service or Extra is activated on a date that doesn't exist in every month (e.g. the 31st), the monthly payment date alternates between first and last days of the following months.

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### Track payments through My Telstra

- 6.7 You can view all Tax Invoices for past payments and see all upcoming payments through the My Telstra app. You'll get an SMS notification when an invoice is ready for review.
- 6.8 We suggest that you regularly check the My Telstra app for your invoices and contact us if you don't receive it or have questions.
- 6.9 We comply with relevant industry codes to ensure our summaries are accurate and verifiable. Our records are sufficient proof a fee is payable unless shown to be inaccurate.

### Payment Failure

- 6.10 If an AutoPay payment fails, we'll notify you of the failure, and to inform you about the potential consequences of not paying for your service.
- 6.11 If you don't pay within the period stated in your initial notice (which will be at least 5 Business Days) (the **Grace Period**), your service may be restricted.
- 6.12 If following a Grace Period you still don't pay within the further period specified in our notice (the **Service Restriction Period**) we may disconnect your Services.
- 6.13 Your Grace Period and Service Restriction Period will be at least 5 working days. If the duration of the Grace Period or Service Restriction Period is not stated in our notice, then that period will be 5 working days.

### Financial hardship

- 6.14 We offer flexible options if you experience financial hardship affecting your ability to pay for Services. See our Financial Hardship Policy or call us anytime on 13 22 00 and say "Financial Hardship."

### Taxes

- 6.15 The fees for your Services may not include all taxes. You must pay any applicable taxes we include as part of an invoice such as stamp and other duties, fees, taxes and charges relating to the Services. This includes any applicable GST (we'll issue a Tax Invoice).

### Adjustments

- 6.16 We can round charges up or down to the nearest whole cent (0.5 cents is rounded up).
- 6.17 Where we owe you any amounts, we can pay by deducting them from amounts you owe us. If you become bankrupt or insolvent, we may deduct any amounts you owe us even if they're not yet due and payable.

## 7 YOUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

- 7.1 You can cancel your Services by calling us on 13 22 00 and saying "disconnect". This includes where we make changes to a Service (including moving you to a new Plan) or makes changes to the Standard Terms, and you don't want to accept those changes.
- 7.2 If you cancel your Service:
  - (a) The Service will be disconnected immediately, including any associated add-ons.



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- (b) We won't refund any fees you already paid us, including any upfront fees. This includes where you've signed up for Services and cancel before we provide the Services to you, to cover our reasonable costs for preparing to provide the Services and cancellation.
- (c) If you owe us money for a device, accessory or hardware linked to your cancelled Service, you'll need to pay us that money in full.

## 8 OUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

### We can cancel, suspend or restrict Services

8.1 We can cancel, suspend or restrict a Service at any time if you:

- (a) materially breach our Standard Terms, and that breach either can't be remedied or you don't fix it within 14 days of us asking you in writing to fix the breach;
- (b) breach our Fair Play Policy, either immediately or if you don't start complying or fix the breach within 30 days of us asking you in writing to fix the breach; or
- (c) act unreasonably toward us; or
- (d) if you become a carrier or carriage service provider.

8.2 You materially breach the Standard Terms if you:

- (a) do not pay for Services after receiving adequate notice to pay;
- (b) breach our FairPlay policy; or
- (c) Use your Services in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or Network capability, or is illegal or likely to be found illegal. Using your Services in this way is a breach that cannot be remedied.

8.3 If we suspend your Services for failing to pay, and you ask us to reconnect your Services, you may have to pay us any applicable reconnection fee set out in the Service Terms.

### We can cancel, suspend or restrict Services for inappropriate behaviour and unreasonable complaints

8.4 We can also cancel, suspend, or restrict your Services where:

- (a) we reasonably believe your behaviour toward us or our representatives has been verbally or physically abusive, threatening, or amounts to bullying or harassment; or
- (b) you've made multiple complaints without a reasonable basis and you continue to make such complaints after we've asked you to stop.

8.5 We'll give you as much warning as we reasonably can in these circumstances before cancellation, suspension or restriction.

8.6 We may need to cancel, suspend, or restrict your Service in the following circumstances:

- (a) if providing a Service becomes illegal, or we believe on reasonable grounds it may become illegal;

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- (b) if there's an emergency affecting our ability to supply a Service;
- (c) if we can't provide a Service because of something outside our reasonable control (such as a failure in equipment not owned or operated by us, a change in law, an industrial strike, or an act of God);
- (d) if you die; or
- (e) if we reasonably believe providing the Service may cause death, personal injury, or damage to property.

8.7 We'll give you as much warning as we reasonably can in these circumstances.

### **We can cancel, suspend, or restrict your Services if we can't maintain it**

8.8 We may cancel, suspend, or restrict a Service in some circumstances, for example:

- (a) if we can't enter your premises to do something we need to do so we can supply the Service or make the Service or related equipment safe;
- (b) you vacate the premises to which the Service is connected;
- (c) we have no choice and must cancel your Service due to necessary maintenance or restoration of a Network used to provide your Service.

8.9 We will give you as much warning as we reasonably can in these circumstances.

### **If you use your Service for business purposes**

8.10 If we are providing your service to you mainly for your personal use and we reasonably believe that you are using the service mainly for business purposes, we can tell you of this and ask you to move to a suitable business service within 30 days.

8.11 If you do not agree to move to a business service or do not change your usage to a level we reasonably consider to be consistent with using your service for personal use within 30 days of our notice, we can then cancel your service and charge you any applicable early termination charge.

## **9 OUR LIABILITY TO YOU**

### **Terms applying to your service**

9.1 Your service is supplied:

- (a) on the terms and conditions expressly set out in the application form you used to apply for your service (or that were disclosed to you when you applied for your service) and in Our Standard Terms; and
- (b) subject to non-excludable rights under consumer protection laws.

No other terms or rights apply.

### **Liability and excluded types of loss**

9.2 If our services are used by you in pursuit of financial gain (such as to conduct share trading), it is very important that you have an alternative means of communication available and do



not solely rely on our services.

### 9.3 Concerning our liability to you:

- (a) except as set out in the paragraphs below, we accept our liability to you for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under consumer protection laws;
- (b) as your service is provided to you for the primary purpose of personal, domestic or household use, we do not accept liability to you for losses that result from the use of your service in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so;
- (c) we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);
- (d) we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and
- (e) we are not liable for any loss caused by us failing to comply with our obligations in relation to your service where that is caused by events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).
- (f) the liability we accept to you under this clause 9.3 includes liability for our agents according to the principles of vicarious liability at common law.

### **After cancellation or suspension**

9.4 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

## **10 YOUR LIABILITY TO US**

### **Liability and excluded types of loss**

10.1 You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

### **After cancellation or suspension**

10.2 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

## **11 TELEPHONE NUMBERS AND PINS**

11.1 You get certain rights if we issue you a telephone number. We comply with the Telecommunications Numbering Plan in using numbers in our Services, such as the rules for issuing, transferring, recovering and changing numbers.

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### 12 PRIVACY

- 12.1 We collect, use and disclose personal information as set in our Privacy Statement at [www.telstra.com/privacy](http://www.telstra.com/privacy).

### 13 OTHER MATTERS

- 13.1 If any term (or part of a term) in Our Standard Terms is void or unenforceable, that term (or part) is taken to be removed from Our Standard Terms and not to form part of them. The remaining terms continue to have full effect.

### 14 DICTIONARY

- 14.1 In Our Standard Terms:

**AutoPay** means an automatic upfront monthly payment using your nominated credit/debit card or bank account.

**business customer** means any customer who we believe carries on a business, and includes:

- (a) an individual whose White Pages entry incorporates a business reference; or
- (b) a company registered under the Corporations Act having an ACN or an ARBN/ABN or any other body corporate; or
- (c) an association or club (whether incorporated under Associations Incorporation Legislation or not) that is not a non-profit organisation or charitable organisation.

**charge** means a charge specified in Our Standard Terms.

**customer** means a person who contracts with us for a service (including for supply of that service to another person) or who otherwise acquires a service from us, or who seeks to do either of these.

**GST** means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

**insolvent** includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you.

**network** means our "telecommunications network" as defined under the Telecommunications Act 1997.

a reference to a **person** includes the person's executors, successors and assigns.

**PIN** means a personal identification number.

**service** includes any goods or equipment provided in connection with a service.

**tax invoice** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Telstra Mobile Network** means our mobile network is built from multiple generations of wireless mobile technologies with different coverages and spectrum.

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**We, us** means Telstra Corporation Limited ABN 33 051 775 556, and includes its successors and assigns.

**Working days** means a day other than a weekend or a public holiday in Victoria.

**You** means any person who contracts with us for Services or who seeks to do so.