

# UPFRONT MOBILE SERVICE TERMS

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

## 1 CONNECTING

### **We aim to connect you as soon as reasonably possible**

- 1.1 Once you have your SIM and device, we'll aim to connect you as soon as reasonably possible. We'll notify you when you can start to use your Service.

### **You can transfer an existing mobile phone number to us**

- 1.2 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.
- 1.3 If you're transferring an existing mobile number from another service provider, we'll aim to connect you within two hours 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
- 1.4 We'll use reasonable efforts to transfer your number and we'll notify you if your transfer request isn't successfully confirmed.

## 2 DEVICE PAYMENT CONTRACTS

### **Paying for devices via instalments**

- 2.1 If you have an eligible Service, you can apply for an associated Device Payment Contract (**DPC**) to buy a mobile handset, tablet, or other available device through monthly repayments.
- 2.2 If we approve your application, we'll give you credit toward the purchase price (**DPC Amount**). The DPC Amount chosen cannot be more than the price of the handset or device.
- 2.3 We will pay the Device Payment Contract Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 2.4 You must repay us the DPC Amount in instalments over the DPC Term over 12, 24 or 36 months. Otherwise, we may suspend or cancel your associated Service in accordance with the General Terms.
- 2.5 You can have only one DPC per eligible Service. Please note these are subject to credit limits we impose based on your credit rating.
- 2.6 We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the DPC (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the DPC.
- 2.7 In addition to how we may use and share your information under our Privacy Statement, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
- 2.8 Your obligation to make payments under or in connection with the DPC is absolute and

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unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the DPC for any reason whatsoever.

### Device Payment Discounts

- 2.9 We may from time to time offer discounts on selected devices (**Device Payment Discounts**). You must continue to pay DPC Amounts and have an eligible Telstra Service for the full DPC Term to keep receiving Device Payment Discounts.

### You must repay outstanding amounts

- 2.10 If you or Telstra cancel your associated eligible Service or customer account before the end of the DPC Term, you must repay the outstanding DPC Amount when you leave. Any associated Device Payment Discounts won't apply to this outstanding DPC Amount.

## 3 USING YOUR MOBILE SERVICE

### Your Mobile Service features

- 3.1 Your Service:
- (a) requires that you set up a new or use your existing Telstra ID;
  - (b) includes an allowance of data to use in Australia, and unlimited calls and SMS to standard national numbers;
  - (c) allows you to BYO device, a device under a Device Payment Contract, or purchase a new device outright; and
  - (d) allows you to add on extras.
- 3.2 Your Service comes with:
- (a) the features and inclusions as set out in your Critical Information Summary
  - (b) call features, including call forwarding, calling line identification and caller number display (see Part F – Managing Calls in Our Standard Terms Telstra Mobile Section for more details); and
  - (c) messaging features, including SMS delivery reporting and chat.
- 3.3 Your Service, and the allowances included with your service, are for personal use in a smartphone only.

### SMS Messages

- 3.4 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.
- 3.5 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.
- 3.6 We will take responsible steps to deliver SMS messages. However, in some circumstances the message may be undeliverable for reasons which include:

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- (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.

- 3.7 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.
- 3.8 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.

#### **MMS Messages**

- 3.9 With an MMS capable device, MMS allows you to create and send mobile messages containing images, photos, text, audio clips and short video recordings.
- 3.10 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 text activity that interferes with or compromises any other person's use of the MMS service (such as spamming another person).
- 3.11 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) 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.
- 3.12 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**

- 3.13 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

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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

### 4 NETWORK OPTIMISERS

- 4.1 A Speed Optimiser or a Latency Optimiser is available to add on to Basic, Essential, Premium and Bundle Upfront Mobile Plans. The Speed Optimiser and the Latency Optimiser are collectively referred to as **Network Optimisers** below.

	Basic	Essential	Premium	Bundle
Monthly charge for a Network Optimiser	\$10/mth	\$10/mth	\$10/mth	\$10/mth
Minimum Term	1 month	1 month	1 month	1 month
	A Network Optimiser will stop working once you exceed your monthly data allowance. This means once you exceed your monthly data allowance, your speeds will still be capped at 1.5Mbps for the rest of the month and slowed further in busy periods.			
	For use in Australia.			

- 4.2 You can only have 1 Network Optimiser on your service at any time. You can switch between Network Optimisers once per monthly payment cycle.
- 4.3 Network Optimisers are compatible with Telstra sold 5G and 4G (Category 6 or higher) mobile devices that are supported on LTE-Advanced technology. The chosen Network Optimiser may not work properly on other devices.
- 4.4 Network Optimisers only operate when you are on the 4G/5G network in Australia. They do not operate when you are on the 3G network or when you are connected to Wi-Fi.
- 4.5 Network Optimisers will not increase your network coverage.

#### Speed Optimiser

- (a) The Speed Optimiser prioritises your connection with the Telstra mobile network, helping to improve download speeds for high-bandwidth tasks in busy areas or during times of peak usage. Your optimised connection should not have a noticeable effect for Customers on our standard plans without Mobile Speed Optimiser.
- (b) You will receive access to on-demand daily reporting through the My Telstra App on the average speeds you receive with the Speed Optimiser compared to the average user in similar network conditions without the add-on.
  - (i) Reports will only be available for 4G and 5G network usage.

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- (ii) Reports may take up to 24 hours to be available.
- (c) Speed Optimiser is ineligible for services with an active Latency Optimiser add-on.
- (d) Having a Speed Optimiser does not guarantee an increase in your upload/download speeds. Your experience may vary due to a range of factors such as congestion, location, distance from the base station, local conditions, the device you're using, hardware and software configuration, download source and upload destination.
- (e) The Speed Optimiser will not provide a benefit during tasks that require low bandwidth such as email and web browsing, or in times of low network traffic.

### Latency Optimiser

- (f) The Latency Optimiser optimises the connection between your mobile device and the Telstra mobile network for network traffic that uses the User Datagram Protocol (UDP) to help reduce latency and lag.
- (g) Latency Optimiser only works on online competitive and multiplayer games that use UDP.
- (h) You will receive access to on-demand daily reporting through the My Telstra App on the percentage of optimised network traffic compared to unoptimised network traffic.
  - (i) Reports are only available for 4G and 5G network usage.
  - (ii) Reports may take up to 24 hours to be available.
- (i) Latency Optimiser is ineligible for services with an active Speed Optimiser add-on.

### Billing

- 4.6 The monthly charge for your chosen Network Optimiser (if applicable) is charged in advance, on the same day each month as your monthly payment date for your Upfront Mobile Plan.
- 4.7 Your Network Optimiser will continue on a month-to-month basis until you cancel it. You may cancel it at any time without any early termination charges. Cancellation will take effect at the time of cancellation and any upfront fees already paid will not be refunded.

## 5 INTERNATIONAL ROAMING

### What is International Roaming services?

- 5.1 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 using an International Roaming Day Pass.
- 5.2 International Roaming will be automatically enabled on all mobile plans. You can disable International Roaming in the My Telstra app (charges may apply outside of Australia).

### What is an International Roaming Day Pass

- 5.3 With an International Day Pass you get unlimited daily standard voice calls and SMS in all zones and a limited daily data allowance in Zone 1 and 2, for use in Eligible Countries (**Day Pass**) during a 24 hour period starting when the pass is first used on the service (**Day Pass**)

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**Period).**

- 5.4 An applicable Day Pass charge is triggered when you use your eligible service overseas in an Eligible Country.

### Pricing

- 5.5 Each day a service is used in an Eligible Country, \$5 or \$10 will be charged to your account and the inclusions listed in the table below will be available for use that Day Pass Period.

	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>
	<b>\$5/day (AEST)</b>	<b>\$10/day (AEST)</b>	<b>\$10/day (AEST)</b>
Calls to and from standard international numbers while in Eligible Countries	Unlimited	Unlimited	Unlimited
SMS to standard international numbers while in Eligible Countries	Unlimited	Unlimited	Unlimited
Data allowance for us in Eligible Countries	2GB/day	2GB/day	None
Duration	1 Day Pass Period	1 Day Pass Period	1 Day Pass Period
Excess Data Charge	\$10 per 2GB, valid for 31 days	\$10 per 2GB, valid for 31 days	N/A
Eligible Countries	For a list of eligible countries, go to: <a href="https://www.telstra.com.au/international-roaming">https://www.telstra.com.au/international-roaming</a>		

- 5.6 Unused data expires at the end of each Day Pass Period. If your daily data allowance of 2GB within the Day Pass runs out, you'll get a text with the option for a 2GB data top-up for \$10 that stays active for 31 days.
- 5.7 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.

### Usage

- 5.8 Your International Roaming Day Pass excludes the following usage:
- (a) Data used in Eligible Countries in excess of the Day Pass Allowance;
  - (b) data used while in Australia, while on airplanes or cruise ships, or in overseas destinations other than in the Eligible Countries; and
  - (c) Usage in countries that are no Eligible Countries.

### International Roaming Notifications

- 5.9 We will send you notifications when you are overseas to:

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- (a) remind you that you have activated your mobile device overseas, and that there may be delays in receiving data usage alerts;
  - (b) provide a telephone number that you can call us on when you are overseas (**Notification SMS**)
  - (c) provide you a tax invoice for Day Pass or Data Pack charges that have been triggered and paid by your AutoPay method.
- 5.10 You will only be able to receive Notification SMS if you have a mobile device which is capable of receiving SMS.
- 5.11 We will send you Notification SMS when you connect your mobile device with one of our partner carrier network operators in each country you are roaming in. We will resend Notification SMS where:
- (a) you are in a particular country for more than 14 days (in which case we will resend Notification SMS every 14 days); or
  - (b) you are roaming in more than one country and return to a country where you have previously received Notification SMS (provided that you have not received Notification SMS for that country in the preceding 14 days).

## 6 GET HELP

### Replacement SIM cards

- 6.1 You can request a replacement SIM card if you need one in store or by calling us.. We'll provide a new SIM card free of charge within Australia.

### Reporting Service faults

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

### Repairing Mobile Network faults

- 6.3 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) Contact you every 48 hours with progress reports until the mobile services are restored.
  - (c) **Urban:** Restore within two working days of being told about the fault
  - (d) **Rural:** Restore within three working days of being told about the fault
  - (e) **Isolated areas:** Restore within four working days of being told about the fault

### Blocking your handset

- 6.4 If your handset is lost or stolen, you can ask us to block it. Blocking your handset means

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people can't use it on our Network (other than calls to emergency services and certain customer service numbers).

6.5 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.

6.6 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

6.7 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.

## 7 LEAVING

### You can transfer your mobile number out from us

7.1 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.

### Impact of cancellation on device repayments

- 7.2 If your Service is cancelled, you must pay us the outstanding amounts for any connected Device Payment Contract for cancelled Services.
- 7.3 If you cancel because we make a more than minor detrimental change, you'll only need to pay out your device if it can be used with another provider (and any device discounts you've received will apply to that payment).
- 7.4 Where you are required to pay out your device, we will issue you with a bill for the amount payable, which you can pay using a payment method of your choice within 10 days. If you don't pay it within 10 days, then we will automatically deduct the amount owing from the bank account, debit card or credit card that you have nominated for your AutoPay payments.

## 8 SATELLITE MESSAGING

- 8.1 In the event that your device is unable to connect to the Telstra mobile network, you may be able to send and receive an SMS via satellite in Australia, when enabled by us on your Telstra mobile service, and provided you have a compatible device with the latest operating system.
- 8.2 **Coverage:** Satellite Messaging is available from most outdoor areas in mainland Australia and Tasmania and with direct line of sight to the sky, excluding the Australian Radio Quiet Zone in Western Australia and remote offshore territories and islands of Australia. Do not go outside to use Satellite Messaging if conditions are not safe for you



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to do so.

### 8.3 **Requirements:** Satellite Messaging requires:

- (a) your Telstra mobile service to be enabled for Satellite Messaging;
- (b) an eligible Mobile Plan with Satellite Messaging included (check the Critical Information Summary of your Mobile Plan to confirm);
- (c) a compatible device with the latest software uploaded (see <https://www.telstra.com.au/coverage-networks/mobile-technology/satellite-to-mobile> which will keep an updated list of compatible devices);
- (d) you to be located outdoors within the satellite network coverage area with a clear line of sight to the sky; and
- (e) the Telstra mobile network to be unavailable.

### 8.4 **Not for emergency use:** Do not rely on Satellite Messaging for help in an emergency, including because Satellite Messaging:

- (a) cannot be used to access emergency services, including 000;
- (b) is not suitable for telling or warning people about serious risks or asking emergency services to come to someone's aid; and
- (c) does not support one-way messaging such as emergency broadband messaging.

### 8.5 **Service is not guaranteed:** Availability of Satellite Messaging is not guaranteed.

- (a) **Third party network:** Satellite Messaging relies on a third party satellite network and is subject to the availability of satellites on that network.
- (b) **Non-continuous coverage:** Satellites do not provide continuous coverage and your ability to access and use Satellite Messaging depends on a range of factors, such as your device, your location, the conditions/environments in which it is being used and the location of satellites.
- (c) **Performance may vary:** Satellite Messaging has not been tested for use in all conditions and locations. The suitability and performance of Satellite Messaging may depend on the environment and conditions in which it is used.
- (d) **Reasonable steps to deliver:** While we will take reasonable steps to deliver SMS using the Satellite Messaging service, an SMS may not be delivered from time to time for various reasons, including technological difficulties, the recipient's device being unable to receive the SMS (including because it is not working properly, is switched off, out of range or the message storage space is full), the destination number is invalid or barred to SMS, or extreme weather events.

### 8.6 **Disablement of features:** To use Satellite Messaging, some other services or service features (ours or third parties) may need to be disabled by us or a third party. You acknowledge that these impacted services, or service features, will not be available and that we are not liable for their unavailability.

### 8.7 **Sending and receiving SMS:** Satellite Messaging can only be used to send and receive SMS to standard Australian and international numbers. Satellite Messaging uses a satellite

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network and your experience in sending and receiving an SMS is likely to be different to your experience sending and receiving an SMS using a mobile network. Some SMS may take minutes or longer to send and receive, depending on location, device and availability of satellites.

8.8 **Incompatible services:** Satellite Message cannot be used to:

- (a) access emergency services, including 000;
- (b) receive one-way messages (such as emergency broadcast messages);
- (c) send or receive MMS;
- (d) send or receive instant messages that require the internet such as WhatsApp;
- (e) make or receive video or voice calls;
- (f) access data; or
- (g) send or receive SMS while overseas.

8.9 **Capacity management:** We may need to actively manage the satellite network capacity when we reasonably determine the circumstances require it (for example, to ensure service availability for those we determine require priority or to maximise access for a majority of users). This may mean we need to de-prioritise your use of the Satellite Messaging service or block access. Telstra's Fair Use Policy also applies.