

# STAYCONNECTED PLUS® – YOUR DEVICE BACK-UP PLAN

StayConnected Plus Service  
Customer Terms

IT'S HOW  
WE CONNECT



# STAYCONNECTED PLUS® SERVICE CUSTOMER TERMS

## 1 The StayConnected Service

- a) The StayConnected Service provides after sales service and protection for your mobile phone or tablet and is provided on these terms and the terms of any licence(s) for the Telstra StayConnected Application (together, the Terms).
- b) StayConnected Plus includes:
  - i) an Exchange and Replacement Program for mobile phones or tablets; and
  - ii) access to the Telstra StayConnected Application and a collection of features accessed from My Account, if you have an iOS or Android smartphone or tablet.
  - iii) Mobile Technical Support (MTS) services.

## 2 The StayConnected Service is provided in addition to consumer guarantees

Our goods and services come with certain consumer guarantees and rights that cannot be excluded under the Australian Consumer Law (ACL). If you request a repair, exchange or replacement of a mobile phone or tablet as a result of a defect or failure of that device which is covered under warranty or a consumer guarantee provided under the ACL, the defect or failure will be remedied in accordance with your rights under warranty or under the ACL. Nothing in these Terms limits those rights. When you request a repair, replacement or exchange, we will ask you to provide information about your mobile phone or tablet to help us determine if you have a claim under warranty or a consumer guarantee under the ACL. Goods provided as a replacement or exchange may be refurbished goods or contain refurbished parts.

## 3 Eligibility

- a) To be eligible for the StayConnected Service you need to:
  - i) buy a new mobile device listed at [telstra.com/stayconnected](http://telstra.com/stayconnected), from a Telstra store or dealer:
    - (1) on a repayment option; or
    - (2) outright and pay for it in full (**Outright Purchase**);
  - ii) take up an Eligible Plan, which is either
    - (1) a new Telstra consumer post paid mobile or tablet plan with a minimum term of 12 or 24 months; or
    - (2) a new Telstra casual mobile plan,and which is listed at <http://telstra.com.au/customerterms/download/document/hfmobilecurrentplans.pdf> or <http://telstra.com.au/customer-terms/download/document/mobiledata.pdf>;
  - iii) if you are a Telstra account owner or authorised representative applying on behalf of a mobile service user, obtain the user's consent to the Terms, particularly clause 09;
  - iv) register your mobile phone or tablet in the StayConnected Program in full working as new condition (with proof of purchase, if requested) on the same day of the date of purchase and register the device with the Telstra supplied SIM inserted and activated on the Telstra Mobile network/Wi-Fi (**Registered Device**);

- v) provide us with a valid email address; and
- vi) provide us with all the information we reasonably request.
- b) You may only have one Registered Device on each Telstra consumer post paid mobile or tablet plan. However, you can apply to register multiple Registered Devices (each with a separate International Mobile Equipment Identity (**IMEI**) number on different plans. Each will incur separate monthly fees.
- c) You can substitute another device as the Registered Device under a StayConnected subscription:
  - i) where the new device was provided to you under warranty or the ACL;
  - ii) if you have purchased a new device from us; or
  - iii) with our consent (which will not be unreasonably withheld), provided that you supply us with the IMEI number of your substitute device and advise us how the device came into your possession. We may ask you to complete a statutory declaration to confirm these circumstances. Unless paragraphs (c)(i) and (c)(ii) above apply, acceptance by us of a substitute Registered Device is at our absolute discretion.
- d) We reserve the right not to accept your application.

## 4 Term

- a) We will supply the StayConnected Service to you from the date your mobile phone or tablet is registered for the StayConnected Service (**Commencement Date**) until:
  - i) you cancel the StayConnected Service by calling 13 2200 or visiting a Telstra Store; or
  - ii) we cancel it:
    - (1) you cancel your Eligible Plan associated with the StayConnected Service;
    - (2) you do not pay the fees by the due date;
    - (3) you seriously breach the Terms and have not fixed that breach within 14 days of us asking you to do so;
    - (4) we reasonably suspect that you, or someone else, has engaged in fraud or criminal activity in relation to the StayConnected Service provided to you. To assess this, we may ask you to give us relevant information, including a copy of your driver's licence or other identity information or a statutory declaration; or
    - (5) you sell or give the StayConnected Service to another person without our consent.
- b) Your StayConnected Service will automatically transfer to your new Eligible Device when you renew or Upgrade your Eligible Plan using your existing service number, at which time the new device will become your Registered Device.
- c) If you buy a new mobile phone or tablet as an Outright Purchase using your existing service number, you can transfer the StayConnected Service to the new device by registering it for the StayConnected Service, at which time it will become your Registered Device. Otherwise, the StayConnected Service will end.

## 5 Fees

The following fees apply to the StayConnected Service (**Fees**):

### a) Monthly Fee

The Monthly Fee for your StayConnected Service Type for each Registered Device is set out in the table below. The Monthly Fee will be included on your Telstra Bill and may be pro-rated during your first and last month of enrolment or on cancellation.

StayConnected service type	Monthly fee (GST incl.)
StayConnected Plus	\$15

### b) Service Fee

Subject to your rights under warranty or the ACL described in clause 02, each time you request to exchange or replace a Registered Device, a Service Fee will apply, as set out below. The amount of the Service Fee depends on the Device Tier for your Registered Device. The Service Fee will be included on your Telstra bill, unless you choose to pay by credit card at the time you request an exchange or replacement. You can find the Device Tier for your Registered Device at [telstra.com/stayconnected](https://telstra.com/stayconnected)

Device tier	Service fee (GST incl.)
Tier 1 – Non smartphones	\$140
Tier 2 – Most smartphones & tablets	\$190
Tier 3 – Large smartphones & tablets	\$220

### c) Device Non-Return Fee

Each time we give you a mobile phone or tablet as an exchange you must return your previous Registered Device to us, within 14 days of receiving the exchange device and by using the reply paid envelope we give you. Otherwise, a Device Non-Return Fee will apply. The Device Non-Return Fee is the fair market value cost to us to replace your previous Registered Device (or, if the make and model of your previous Registered Device is no longer available, a similar device in the same Device Tier). We will let you know what the fair market value is when you request an exchange. If you choose to pay the Service Fee by credit card, you authorise us to charge the applicable Device Non-Return Fee to your credit card. Otherwise, it will be included on your Telstra bill. Your previous Registered Device will be blocked so it can't be used on any networks and all content will be wiped. Upon payment of the Device Non-Return Fee, ownership of the device immediately reverts to you.

### d) Locked or Disabled Devices

If you return your Registered Device to us as part of an exchange and it is disabled or locked (to a non-Telstra network or as part of a security feature), including if the 'Find my iPhone' feature is not turned off for iOS devices (**Inoperable Device**), we may cancel your service request. If an exchange device has already been dispatched to you under the StayConnected Service, we will take reasonable steps to contact you (by phone, email or SMS) and request that you, within 14 days:

- unlock or enable the Inoperable Device or take other steps to make the device operable; or
- return the exchange device to us.

If you do not do so, we will charge you a reimbursement fee equal to the fair market value of the exchange device we have sent you. We will also return your Inoperable Device to you and charge you for the shipping.

### e) Special Delivery Fee or International Shipping

There is no charge for standard shipping, which is typically delivery by the next business day within capital cities and two to four business days outside capital cities. Fees apply for international delivery and for special delivery requirements (for example, non business day delivery). We will let you know about any applicable shipping fees when you request an exchange or replacement. Upfront payment needs to be made by credit card.

### f) Credit Card Charges

We have appointed Asurion Australia as our agent to collect credit card payments for the StayConnected Service. Debits to your credit card for StayConnected Service payments will appear on your credit card statement as "Telstra StayConnected".

## 6 Exchange and Replacement Program – StayConnected Plus

- In the 12 months from the Commencement Date and then in every 12 months after that, you can exchange or replace a Registered Device for a device that's the same or very similar up to 2 times provided:
  - your Registered Device has the Telstra supplied SIM inserted and has been activated on the Telstra network/Wi-Fi;
  - any fees payable under these Terms are not overdue;
  - you give us any information we reasonably request, such as proof of ownership and identity or a statutory declaration;
  - you nominate a Telstra Store or give us an address in Australia (or overseas, subject to additional fees) for delivery of any exchange or replacement device. We generally ship to your residential or business address. We may ship to other locations on request but we reserve the right not to do so. We will not ship to a post office box, a rural mail box or an address we reasonably suspect is associated with fraud;
  - you agree to return your Registered Device to us (if it is in your possession at the time of making an exchange request);
  - any prior exchange or replacement request has been closed, including return of a previous Registered Device or payment of a Device Non-Return Fee; and
  - there are no reasonable grounds to suspect that you have engaged in any fraud or misuse of the StayConnected Service indicia of which include (without limitation), where a device has not been activated on the Telstra network or has unusual or no network usage.
- You can ask to exchange or replace a Registered Device by calling 13 2200 and saying "StayConnected", online at [telstra.com/stayconnected](https://telstra.com/stayconnected) or at a Telstra Store. If an exchange or replacement request cannot be finalised within 21 days because you have not, for example, provided the information we have reasonably requested, your request will be closed. You can make a new exchange or replacement request.
- An exchange or replacement device is a device of the same make and model, or if the same make and model is not in stock, you can:
  - get a similar model (with boxed accessories). This is a device of similar kind, quality and functionality to your Registered Device (but may not be the same brand), with the same operating system and will not be an older model than your Registered Device; or
  - place a priority order for a device of the same make and model as your Registered Device (if available). An exchange or replacement device may not be the same colour as your Registered Device and may be refurbished or contain refurbished parts.

- d) Once you make a valid exchange or replacement request, ownership of your Registered Device immediately transfers to us and you immediately assign to us any rights and benefits under any manufacturer's warranty for your Registered Device, to the extent that it can be assigned at law. The device will be blocked so it can't be used on any networks and all content will be wiped.
- e) Unless you need to place a priority order, we will dispatch the exchange or replacement device to an address in Australia on or about the:
  - i) same business day, if you make a request before 2pm in New South Wales on a weekday; or
  - ii) next business day, if you make a request after 2pm in New South Wales, on a weekend or a New South Wales public holiday. If you place a priority order, we will advise you of the estimated delivery time when you place the priority order.
- f) The device provided to you in exchange or replacement will become the Registered Device when you receive it.
- g) When you request an exchange or replacement, we may ask you about the condition of your Registered Device so that we can help you make the best use of the StayConnected Service. For example, you may not need to use an exchange or replacement request if your Registered Device can be located using the alarm or location function of the Telstra StayConnected Application or if a functionality issue can be addressed with basic instructions. When you request an exchange or replacement, we may attempt to locate your Registered Device and check if your Registered Device is active on the network.
- h) We may also ask you to confirm that your Registered Device has been lost or stolen, to facilitate IMEI blocking using the Australian Mobile Telecommunications Association "Lost & Stolen" program.
- v) Self Help functions, including:
  - (1) specialist articles containing step by step information to improve device performance and utilisation;
  - (2) short question and answer articles containing tips and suggestions to improve device performance and utilisation; and
  - (3) targeted notifications to advise you about significant changes and issues, for example, compatibility problems with a new operating system release.
- d) Further information about the functions provided by the Telstra StayConnected Application is available at [telstra.com/stayconnected](http://telstra.com/stayconnected)

## 8 Mobile Technical Support (MTS)

- a) MTS is comprised of a range of services, including live advice and assistance provided by Mobile Technical Support agents. MTS services are available on the compatible mobile phones and tablets listed at [telstra.com/stayconnected](http://telstra.com/stayconnected). You can access the services by calling 13 2200 and saying "StayConnected" or through the Click-to-Call and Click-to-Chat functionality of the Telstra StayConnected Application.
- b) An outline of the online tools and live and online technical and diagnostic support for the technical issues provided by MTS in relation to your Registered Device or your Telstra StayConnected Application is available at [telstra.com/stayconnected](http://telstra.com/stayconnected). Some issues (including any issues not listed for your device) will not be able to be resolved by MTS.
- c) MTS provides set up, troubleshooting and ongoing support for Registered Devices, including in relation to the following categories:
  - i) basic device functionality and security;
  - ii) email and internet connectivity;
  - iii) entertainment and personalisation;
  - iv) general technical issues; and
  - v) network coverage issues.
- d) Data usage charges may apply to the MTS services.

## 7 Telstra StayConnected Application – StayConnected Plus

- a) You can download the Telstra StayConnected Application to the Registered Device by clicking on the electronic link we will send you, calling 13 2200 or going to [telstra.com/stayconnected](http://telstra.com/stayconnected) on your Registered Device. Data charges, including international roaming charges, may apply for downloading the Telstra StayConnected application as well as using the data backup functionality whilst overseas.
- b) Telstra StayConnected Application features are only available on iOS and Android smartphones and tablets. Your Registered Device must be properly configured for the Telstra StayConnected Application to work.
- c) The Telstra StayConnected Application includes the following features. Some features are only available on the Android platform, as set out below:
  - i) Data Backup Services including up to 5GB of data for user contacts and user generated content (photos and videos);
  - ii) Data Security Services including:
    - (1) remote locate and remote alarm;
    - (2) remote lock (Android only); and
    - (3) remote data wipe (on iOS devices, wipe is only for contacts and requires end user acceptance);
  - iii) Data Health Services (Android only) including antivirus and safe browsing;
  - iv) Click-to-Call and Click-to-Chat functionality, which facilitates a live phone call or web based text chat with Mobile Technical Support agents; and

## 9 My Account

Certain StayConnected Service features can be accessed via MyAccount. Each individual mobile service user who has access to MyAccount will be able to access the StayConnected Service features, including any backed up data from a Registered Device, for all mobile services on that account. If an account owner or authorised representative gets a StayConnected Service on a mobile service user's behalf, they must first obtain the mobile service user's consent to this clause 09.

## 10 Repair

- a) Repairs are not part of the StayConnected Service. However, you can ask us to repair your Registered Device at any time instead of exchanging it under StayConnected. Unless the repair is covered under warranty or a consumer guarantee under the Australian Consumer Law, the Telstra Mobile Device Repair terms and conditions will apply, including that you must pay the applicable repair fees. We will provide a copy of these terms and conditions on request.
- b) The repair of your Registered Device may result in the loss of any data stored on that device. Please make sure you back up any important data on your Registered Device before giving it to us. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

## 11 Privacy

Your personal information as a StayConnected Service customer will be handled in accordance with the terms of Telstra's Privacy Statement available at [telstra.com.au](https://www.telstra.com.au). Telstra can disclose your personal information to Asurion Australia Pty Ltd and its related bodies corporate and each of their representatives, which may extend to other jurisdictions in which they operate, such as the United States, Philippines and Hong Kong, so that it can assist in administering the StayConnected Service. This information may include details to confirm your identity as a StayConnected Service customer, your email address, telephone number for all Registered Devices and the type, make, model, IMEI and warranty start and end dates for your Registered Devices.

## 12 Liability

To the extent permitted by law, we do not accept liability to you for any losses:

- a) resulting from the use of the StayConnected Service in connection with a business such as lost profit and consequential loss. If that liability cannot be excluded but can be limited at law, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or paying the cost of resupply, repair or replacement) where it is fair and reasonable to do so;
- b) that you cause (for example, through your negligence or breach of contract);
- c) resulting from your failure to take reasonable steps to avoid or minimise your loss; and
- d) that we cause by failing to comply with our obligations because of events outside our reasonable control (for example, a failure in equipment that we don't own or operate).

## 13 Passwords

We will issue or you will select keywords, usernames or passwords for the StayConnected Service. You are responsible for keeping these secure and you must not disclose them to anyone. We will not be responsible for any loss, damage or costs that you incur because of the use of your keywords, usernames or passwords, whether authorised by you or not, unless the use was our fault. If you become aware that any of your security codes are no longer private and confidential, you must let us know immediately and change these codes.

## 14 Varying the Terms

We may change these terms and conditions at any time unless we think it is of a material detriment in which case we will give you reasonable written notice.

 visit a Telstra store

 13 2200 and say 'StayConnected'

 [telstra.com/stayconnected](https://www.telstra.com.au/stayconnected)