**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### Contents

Click on the section that you are interested in.

1	About this Part	23
2	Telstra Mobile PlansEligibilityAvailabilityDevice OptionsMobile Plan optionsWhat you must pay each monthChanging or cancelling your planStandard and Non-Standard Calls and MessagesNo International Calls and SMS Allowance (from Australia)International RoamingInternational Roaming Day PassMonthly Mobile Data AllowanceFairPlay PolicyElectronic Billing and Payment	24 24 24 25 26 26 27 28 28 28 28 29 29 30
3	Mobile Data Plans Availability Device Options Changing or cancelling your plan Our changes to your plan International Roaming Monthly Mobile Data Allowance Voice calls and SMS Electronic Billing and Payment	<b>31</b> 31 34 34 35 36 37 37
4	International Call and SMS Packs What is the International Call and SMS Pack?	<b>37</b> 37
5	Mobile Data Plans Availability Device Options Changing or cancelling your plan Our changes to your plan International Roaming Monthly Mobile Data Allowance Voice calls and SMS Electronic Billing and Payment	<b>39</b> 39 40 42 42 44 44 45 45
6	<b>Mobile Plans</b> Eligibility Availability Device Options Mobile Plan options What you must pay each month	<b>45</b> 46 46 46 47 48

**Telstra Mobile Section** 

	Changing or cancelling your plan Standard and Non-Standard Calls and Messages No International Calls and SMS Allowance (from Australia) International Roaming International Roaming Day Pass Monthly Mobile Data Allowance FairPlay Policy Electronic Billing and Payment	49 50 51 51 51 52 52 53
7	International Call and SMS Packs What is the International Call and SMS Pack? Availability International Call and SMS Packs - Details	<b>53</b> 53 53 54
8	JB Hi-Fi Mobile Plans Not available for new connections on and from 14 July 2020 Eligibility Availability Device Options What you must pay each month Monthly Call Allowance and unlimited SMS and MMS Monthly International Call and SMS Allowance (from Australia) International Roaming Monthly Mobile Data Allowance Extra Data Peace of Mind data FairPlay Policy Changing your plan or your minimum monthly spend Early termination charges At the end of your minimum term Electronic Billing and Payment	<b>55</b> 55 56 58 58 59 60 60 61 61 61 61 63 63
9	Mobile Lease Plans Not available for new sales on and from 25 June 2019 Eligibility Availability Device Options Device Plan Credit for Mobile Lease Plans Mobile Lease Plan options What you must pay each month Monthly Call Allowance and unlimited SMS and MMS Monthly International Call and SMS Allowance (from Australia) International Roaming Monthly International Roaming Allowance Monthly Mobile Data Allowance Extra Data Peace of Mind data FairPlay Policy Changing your plan or your minimum monthly spend Early termination charges At the end of your minimum term Electronic Billing and Payment	64 64 64 64 65 67 67 68 69 70 70 71 71 71 71 73 73 74

**Telstra Mobile Section** 

10	Voice & Mobile Data Packs	74	
11	Home Wireless Broadband Plus Plans	76	
	Not available for new sales on and from 25 June 2019	76	
	Device Options	76	
	Device Credit for HWB Plus Plans	76	
	Your Monthly Mobile Data Allowance and Extra Data	79	
	Peace of Mind data	80	
	Data Packs	80	
	SMS	80	
	Changing your HWB Plus Plan	81	
	Early Termination Charges	81	
	At the end of your Minimum Term	82	
	Electronic Billing and Payment	82	
12	Mobile Data Plans (excluding the Mobile Data Plan 10GB set ou		
	of Part B – Pricing plans – Mobile Data Services of Telstra Mob		d
	family Terms)	83	
	Not available for new sales on and from 25 June 2019	83	
	Device Options	83	
	Device Credit for Mobile Data Plans	84	
	International Roaming	88	
	Your Monthly Mobile Data Allowance and Extra Data	88	
	Peace of Mind data	89	
	Data Packs	90	
	SMS Changing your Mahila Data Blan	90 90	
	Changing your Mobile Data Plan Early Termination Charges	90 91	
	At the end of your Minimum Term	91 92	
	Electronic Billing and Payment	92 93	
13	3G and Next G Video Service	93	
	Not available for new sales on and from 25 June 2019	93	
	What is the 3G and Next G Video Service?	93	
	Availability	94	
	Handsets and SIMs	94 05	
	Coverage and handover	95 05	
		95 06	
	Video calling - general	96 06	
	Video calling to another 3G or Next G mobile Video calling to a registered user of a personal computer	96 96	
	Video calling charges - general	90 97	
	2 months Video calling at voice rates offer – consumer	97	
	Video calling at voice rates offer – business	98	
	Video calling charges - consumer	99	
	Video calling charges - Get Connected Phone Plans	101	
	Video calling charges - Get Connected Member Plans	101	
	Video calling charges - Telstra 3G and Next G Cap Plans	102	
	Video calling charges - Telstra 3G and Next G Cap Plans (Business		
	Video calling charges - Telstra Business Phone Plan	103	
	Video calling charges - Telstra Business Casual Plans and Member	Plans 10	3

**Telstra Mobile Section** 

	Video calling charges - Telstra Business Talk Plans/Telstra Busines Plans and Telstra BusinessMobile Select Plans Video calling charges – Blackberry Voice Plan Video calling charges - Telstra Mobile Broadband (Telstra Data De Plans) Video calling charges - Telstra Corporate Net Rate Plans Video calling charges - Telstra Corporate Rate Plans Video calling charges - Telstra Corporate Plans	104 105 efault Voic 105 105 106 106	e
	Video calling charges - Telstra Government Plans and Telstra Gov Plus Video calling charges - Telstra Business Premium Mobile Membe Video calling charges - Telstra Business Premium Mobile Casual Video calling charges - Telstra Business Choice Capped Plans Video calling charges - Telstra Freedom Connect plans Video calling charges - Telstra Every Day Connect plans Video calling charges - Telstra Pre-Paid services Incompatible services International roaming Data speeds Barring	106 r Plans Plans 109 110 111 112 112 113 113 113	Plans 107 108
14	Marketing other services to you <b>Telstra Mobile Broadband General Terms</b> Not available for new sales on and from 25 June 2019 What is Telstra Mobile Broadband? Coverage and handover between networks Usage of Next G network and devices Eligible Data Usage International roaming	113 <b>113</b> 113 113 114 114 115 116	
15	Telstra Mobile Broadband - Share PlansNot available for new sales on and from 25 June 2019Share PlansData UseTelstra Data Default Voice PlanSharing DataShare Plan chargesPro-rata on connectionChanging your Share PlanCancelling your Share PlanFree Intra-account callsShare Data PacksAt the end of your contract termAvailabilitySuspended Share PlansCharges – Share Plans (for connections on and from 16 September	<b>116</b> 116 117 117 117 118 119 121 121 121 121 123 123 123 er 2014)	124
16	<b>Go Mobile Data Plans</b> Availability Device Options Device Credit for Data Plans Your Monthly Mobile Data Allowance and Extra Data	<b>125</b> 125 125 126 127	

**Telstra Mobile Section** 

	Peace of Mind data Data Packs Voice calls and SMS Changing your Data Plan Early Termination Charges At the end of your Minimum Term Electronic Billing and Payment	129 129 129 129 130 131 131	
17	Home Wireless Broadband Plans Availability Device Options Device Credit for HWB Plans Your Monthly Mobile Data Allowance and Extra Data Peace of Mind data Data Packs Voice calls and SMS Changing your HWB Plan Early Termination Charges At the end of your Minimum Term Electronic Billing and Payment	<b>132</b> 132 132 134 135 135 135 136 136 136 137 137	
18	Go Mobile Plans Eligibility Availability Device Options Device Plan Credit for Go Mobile Plans Go Plan options What you must pay each month Monthly Call Allowance and unlimited SMS and MMS Monthly Standard International Call Allowance for \$135 Go Mobil \$195 Premium Mobile Plan International Roaming Monthly International Roaming Allowance for \$195 Premium Mob Monthly International Roaming Allowance for \$195 Premium Mob Monthly Mobile Data Allowance Extra Data Peace of Mind data Companion Plan and Data Share SIM plan FairPlay Policy Changing your plan or your minimum monthly spend Early termination charges At the end of your minimum term Electronic Billing and Payment	143 144	d 144
19	Go Mobile Broadband Plans Not available to new and recontracting customers on and from 28 Availability Device Options Device Discount for Go MBB Plans Your Monthly Mobile Data Allowance and Extra Data Peace of Mind data Mobile Data Packs SMS	<b>150</b> 3 June 2016 150 151 151 153 153 154 154	6 150

**Telstra Mobile Section** 

	Changing your Go MBB Plan Early Termination Charges At the end of your Minimum Term Electronic Billing and Payment	154 155 156 156
20	<b>\$15, \$35 and \$55 Data Share SIMS</b> Not available to new customers on and from 28 June 2016	<b>156</b> 156
21	<b>iPhone Plans</b> Not available to new and recontracting customers on and from 12 Eligibility iPhone terms and conditions iPhone handset unlocking iPhone Plan Bonus Options Changing your monthly spend/plan Early termination charges At the end of your contract term Charges	<b>157</b> May 2015 157 157 158 158 158 160 161 161
22	Mobile Accelerate Casual Plans Not available to new and recontracting customers on and from 12 the exception of Mobile Accelerate Casual \$10 per month) Eligibility Availability Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance Peace of Mind data Electronic Billing and Payment Telstra FairPlay Policy Changing your plan monthly spend or plan Plan charges and monthly call and data allowances	<b>162</b> May 2015 (with 162 162 163 163 164 165 165 165 165 166 166
23	Mobile Accelerate Plans Not available to new and recontracting customers on and from 12 Eligibility Availability Plan Options Telstra Upgrade Option Payment and Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance Peace of Mind data Device Plan Credit Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	168 May 2015 168 168 169 169 169 170 171 171 172 172 172 173 173 173 173 173 173
24	Mobile Accelerate BYO Plans	178

**Telstra Mobile Section** 

	Not available to new and recontracting customers on and from 12 M Eligibility Availability Plan Options Telstra Upgrade Options Payment and Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance Peace of Mind data Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	May 2015 178 178 178 178 178 180 180 181 181 181 181 181 182 183 183 183	178
25	Mobile Accelerate Data Share Packages Not available to new and recontracting customers on and from 12 M Data Share SIM Plan Peace of Mind data Eligibility Availability Telstra Upgrade Options Device Options Data Share Plans - Payment and Eligible Calls Data Share Plans - Unlimited Nights and Unlimited Weekends Data Share Plans - Data Allowance Peace of Mind data Data Share Plans - Device Plan Credit Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	185 May 2015 186 187 187 187 187 187 188 189 189 190 190 190 190 191 191 191 191 193 193	185
26	Mobile Accelerate Data Share BYO Packages Not available to new or recontracting customers on and from 12 Ma What is the Mobile Accelerate Data Share BYO Package Data Share SIM Plan Peace of Mind data Eligibility Availability Telstra Upgrade Options Device Options Data Share BYO Plans - Payment and Eligible Calls Data Share BYO Plans - Unlimited Nights and Unlimited Weekends Data Share BYO Plans - Data Allowance Peace of Mind data Electronic Billing and Payment	<b>196</b> ay 2015 196 197 197 197 198 198 198 198	196

**Telstra Mobile Section** 

	Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	201 201 201 203 203 204
27	Telstra Mobile Broadband Explorer Plans Not available to new and recontracting customers on and from 12 Eligibility Availability Payment and Eligible use Peace of Mind data Electronic Billing and Payment Telstra FairPlay Policy Device Plan Discount Other Promotional offers Changing your monthly spend or plan Early Termination Charges At the end of your minimum term Plan charges and inclusions	206 May 2015 206 206 206 207 207 207 208 208 208 209 209 209 209 210 210
28	Shared Data Packs Not available to new and recontracting customers on and from 12	<b>211</b> May 2015 211
29	<b>Telstra Tablet Plans</b> Not available to new and recontracting customers on and from 5 A	<b>213</b> ugust 2014 213
	Eligibility Availability Payment and Eligible use Electronic Billing and Payment Telstra FairPlay Policy MRO Bonus Other Promotional offers Changing your monthly spend or plan Early Termination Charges At the end of your minimum term Plan charges and inclusions	213 214 214 214 215 215 215 215 215 215 216 217 218
30	<b>Telstra Mobile Broadband Freedom<sup>®</sup> Plans</b> Not available to new and recontracting customers on and from 5 A	
	Eligibility Availability Payment and Eligible use Electronic Billing and Payment Telstra FairPlay Policy MRO Bonus Other Promotional offers Changing your monthly spend or plan Early Termination Charges At the end of your minimum term	219 219 219 220 221 221 221 221 221 222 222

**Telstra Mobile Section** 

	Plan charges and inclusions	223
31	<b>Mobile Broadband Data Packs</b> Not available to new and recontracting customers on and from 5 A	<b>224</b> Jugust 2014 224
32	Every Day Connect Plans Not available to new and recontracting customers on and from 4 M Eligibility Availability Plan Options Payment and Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance Peace of Mind data Handset Plan Credit MRO Bonus credit BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	<b>225</b> Varch 2014 225 225 225 225 226 227 227 228 228 229 229 230 230 230 230 230 231 232 233 233
33	Every Day Connect BYO Plans Not available to new or recontracting customers on and from 4 Ma Eligibility Availability Plan Options Payment and Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance Peace of Mind data BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	237 prch 2014 237 237 237 237 237 239 240 240 240 241 241 241 241 241 243 243 243
34	<b>Telstra Every Day Connect Data Share Packages</b> What is the Telstra Every Day Connect Data Share Package Data Share SIM Plan Peace of Mind data Eligibility Availability Handset Options Data Share Plans - Payment and Eligible Calls Data Share Plans - Unlimited Nights and Unlimited Weekends	246 247 248 248 248 248 248 249 250

**Telstra Mobile Section** 

	Data Share Plans - Data Allowance Peace of Mind data Data Share Plans - Handset Plan Credit Data Share Plans - MRO Bonus credit Data Share Plans - BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	250 251 252 252 253 253 253 253 254 256 256 257	
35	Telstra Every Day Connect Data Share BYO Packages Not available to new or recontracting customers on and from 4 Mar What is the Telstra Every Day Connect Data Share BYO Package Data Share SIM Plan Peace of Mind data Eligibility Availability Handset Options Data Share BYO Plans - Payment and Eligible Calls Data Share BYO Plans - Unlimited Nights and Unlimited Weekends Data Share BYO Plans - Unlimited Nights and Unlimited Weekends Data Share BYO Plans - Data Allowance Peace of Mind data Data Share BYO Plans - BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Early termination charges (ETC) At the end of your minimum term Plan charges and monthly call and data allowances	259 260 261 261 261 261 261 261	259
36	Telstra No Lock-In Plans – not available for new customers on March 2014 Eligibility Availability Eligible Calls Unlimited Nights and Unlimited Weekends Data Allowance BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Telstra FairPlay Policy Changing your plan monthly spend or plan Customers who sign up on or before 1 July 2013 Customers who sign up on or after 2 July 2013 Plan charges and monthly call and data allowances	and from 270 271 271 272 273 273 273 273 274 274 274 274 275 275 275 275	14
37	Mobile Plan offers(a) Casual Plans (month to month)	<b>278</b> 278	

**Telstra Mobile Section** 

	Not available to new customers on and from 12 May 2015 (b) Phone Plans (with subsidised handset) Not available to new a recontracting customers on and from 4 March 2014 Phone Plan Bonus Options Changing your monthly spend/plan Early termination charges At the end of your minimum term Charges	278 and 279 279 281 282 283 283
38	Mobile Plan offers (a) Member Plans (12 or 24 month term) Not available for recontracting customers on and from 22 November available to new customers on and from 4 March 2014. Available b only to existing Member Plan customers recontracting on and from Member Plan Bonus Options Changing your monthly spend/plan Early termination charges At the end of your minimum term Mobile Repayment Option Charges – Casual Plans and Member Plans Member Plan extras	y invitation
39	Telstra Data+ Tablet Plans Eligibility Availability Payment and Eligible Use MRO Bonus Other Promotional Offers Other Promotional Offers Changing your monthly spend or plan Early Termination Charges At the end of your minimum term Plan charges and inclusions	<b>301</b> 301 301 302 302 303 303 304 304
40	<b>Telstra Next G® Cap Plan</b> Not available to new or recontracting customers on and from 22 Not Eligibility Availability Plan Options Payment and Cap Amounts Sections 40.14– 40.16only apply if you have a \$129 Next G Cap Pl connected on or after 19 October 2010. Browsing Pack MRO bonus Other promotional offers Changing your plan monthly spend or plan Early termination charges At the end of your minimum term Plan charges and Cap Amounts	307 307 307 307 307 307
41	Freedom® Connect Plans	316

**Telstra Mobile Section** 

	Not available to new or recontracting customers on and from 22 N	
	Eligibility Availability Plan Options Payment and Eligible Calls Data Allowance MRO Bonus credit BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Changing your plan monthly spend or plan Early termination charges At the end of your minimum term Plan charges and monthly call and data allowances	316 316 316 316 318 318 318 319 319 320 321 322 323
42	Freedom® Connect BYO Plans Not available for new or recontracting customers on and from 22 N	<b>326</b>
	Eligibility Availability Plan Options Payment and Eligible Calls Data Allowance BlackBerry® Individual Solution Electronic Billing and Payment Other promotional offers Changing your plan monthly spend or plan Early termination charges At the end of your minimum term Plan charges and monthly call and data allowances	326 326 326 326 328 328 328 329 329 329 330 331 332
43	Ultimate II Plan Eligibility Plan Options Payment and eligible calls Browsing Pack Mobile Repayment Option (MRO) bonus Changing your plan monthly spend or plan Early termination charges At the end of your minimum term Plan charges and included calls and usage	<b>335</b> 335 335 336 336 337 337 337 337
44	Get Connected Plans Payment Text (SMS) Option Other promotional offers Changing your monthly access fee or plan Early termination charges At the end of your minimum term Charges	<b>341</b> 341 342 342 343 344 344
45	Seniors Mobile Phone Plan	346

**Telstra Mobile Section** 

	Not available with other offers Seniors Mobile Phone Plan Bonus Options Duet Option Changing your plan Early termination charges At the end of your minimum term Charges	346 348 348 349 349 349 349
46	Telstra Kids in Touch Mobile Plans What is the Telstra Kids in Touch service? Eligibility Availability Telstra Kids in Touch Casual Plans Telstra Kids in Touch Member Plans (12, 18 or 24 months) Telstra Kids in Touch Phone Plans (with subsidised handset) Message charges Call restrictions Included call minutes The Telstra Kids in Touch handset The Telstra Kids in Touch web portal Reward Options Bonus Options Not available with other offers Changing your monthly spend or plan Early termination charges At the end of your minimum term	<b>350</b> 350 351 351 351 352 352 352 353 353 353 354 354 354 354 354 354 354
47	Telstra 3G and Next G Cap Plan offerEligibilityThe Telstra 3G and Next G Cap Plans are no longer available for nerrecontracting from 11 May 2010."eligible calls"Handset bonusOther promotional offersChanging your plan monthly spend or planEarly termination chargesAt the end of your minimum termMobile Repayment OptionPlan charges and Cap Amounts	<b>363</b> 363 w connections or 363 363 365 366 366 366 367 368 368 368 368
48	Telstra Ultimate Plans(b) Phone Plan Ultimate (with subsidised handset)Phone Plan Ultimate BonusBrowsing PackEarly termination chargesAt the end of your minimum termMinimum spends and chargesCall types payable from included allowanceCall types excluded from included allowance(c) Member Plan Ultimate (12 or 24 month term)Member Plan Ultimate BonusBrowsing Pack	<b>369</b> 369 370 371 371 371 372 372 373 373 373 374

**Telstra Mobile Section** 

	Changing your plan Early termination charges At the end of your minimum term Mobile Repayment Option Minimum spends and charges Call types payable from included allowance Call types excluded from included allowance	374 374 375 375 375 375 375
49	New Ultimate Plans Early termination charges At the end of your minimum term Mobile Repayment Option ("MRO") Charges Call types payable from included allowance Call types excluded from included allowance Not available for new connections after 5 March 2006. Eligibility Payment and included calls/usage Packs Other promotional offers Changing your plan monthly spend or plan Early termination charges At the end of your contract term Mobile Repayment Option Plan charges and Cap Amounts	<b>376</b> 377 377 378 379 380 380 380 380 381 381 381 381 381 382 382 382 383
51	Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan offer The Telstra \$69 Cap Plus Plan and Telstra \$129 Cap Plus Plan are to new connections after 5 September 2005. Payment \$10 Text (SMS) / Picture Messaging (MMS) upgrade Other promotional offers Changing your monthly spend/plan Early termination charges At the end of your contract term Mobile Repayment Option Charges and cap amounts	
52	Direct Plan offers (for Telstra Direct customers only) End of offers Maximum of 3 per customer Early termination charges Contract term Bonus options Charges	<b>387</b> 387 387 387 388 388 388 388
53	<b>Telstra Capped Plan offer</b> Payment \$10 Text (SMS) / Picture Messaging (MMS) upgrade Other promotional offers Changing your monthly spend/plan Capped Plan packages Service Only plan	<b>389</b> 389 390 390 390 390 390

**Telstra Mobile Section** 

	Early termination charges At the end of your contract term Mobile Repayment Option - Service Only plan Charges and cap amounts				
54	Not ava Telstra At the e Changi Early T	a <b>Mobile Phone Plan</b> ailable with other offers Mobile Phone Plan Bonus Options and of your contract term ng your monthly spend/plan ermination Charges necting your service	<b>393</b> 393 395 395 395 395 396 397		
55	Telstra	Mobile Plan offers	399		
	(a)	Casual Telstra Mobile Plans (month to month)	399		
	Changi Changi	<b>Telstra Mobile Plan Member Plans (12 or 24 month 399</b> end of your contract term ng your monthly spend ng plans Mobile Plan Bonus Options	400 400 400 401		
	(c)	Mobile Repayment Option	402		
	(d)	Charges – casual	402		
	(e)	Charges – member	407		
56	-	you offer racting and adding services	<b>413</b> 413		
	(a)	more4you casual plans (month to month)	413		
		more4you member Plans (12 month term) ng your monthly spend /our contract ends	<b>413</b> 413 414		
	(c)	Adding mobile services	414		
	(d)	Sliding scale – member and casual customers	414		
	(e)	Charges – casual	415		
	(f)	Charges – member	416		
57		unic8 post-paid offer ailable for new connections on and from 31 May 2004.	<b>419</b> 419		
	<b>(a)</b> Casual	communic8 casual plans (month to month) Bonus Options	<b>419</b> 419		
	Changi Reduci Cancel	communic8 Subscriber Customers (12 month term) ng your monthly spend ng between Call Plans and SMS Plans ng your monthly spend ling your plan your contract ends	<b>420</b> 420 420 420 421 421		

**Telstra Mobile Section** 

	commu	nic8 Call Plan Bonus Option Packs and SMS Plan Bor	us Options	421
	(c)	Sliding scale – casual and subscriber plans	423	
	(d)	Charges – casual call plans	424	
	(e)	Charges – casual SMS plans	426	
	(f)	Charges – subscriber call plans	428	
	(g)	Charges – subscriber SMS plans	430	
58	<b>\$45 Pho</b> Eligibility When ye Bonus (	one Plan (with subsidised handset) y our contract expires Options ermination Charges	<b>432</b> 432 432 432 432 433	
59	0	Text Plan offer	433 433	
39				
	(a)	Telstra Text Casual Plans (month to month)	433	
	(b) Toxt Bo	Telstra Text Member Plans (12 month term) nus Option	<b>433</b> 434	
	Monthly		434	
		ng your monthly spend or plan	434	
		ermination Charges	435	
	(c) Mobile Repayment Option – casual and member			
	custome	ers	435	
	(d)	Sliding scale – casual and member plans	435	
	(e)	Charges – Telstra Text Casual plans	436	
	(f)	Charges – Telstra Text Member Plans	437	
60	Flexi-Pl	lans	439	
	Availabi	•	439	
	Charges		439	
61		one plan (with subsidised handset)	<b>444</b> 444	
	Availabi Bonus (		444 444	
		rmination charge	444	
	Charges	0	444	
62	\$5 plan	(without subsidised handset)	445	
	Availabi	•	445	
		Repayment Option	445	
	Bonus (		445	
	Charges	rmination charge	445 445	
63	0	Pre-Paid Plus® offer	446	
00		ilable to new customers from 5 September 2017	<b>446</b>	
64		Pre-Paid Freedom Plus® offer	448	
		ilable to new customers from 23 August 2016	448	

**Telstra Mobile Section** 

65	<b>Telstra Pre-Paid Freedom® offer</b> Not available to new customers from 1 September 2015		
66	Boost ULTRA <sup>™</sup> or UNTLD Offers For activations on the Boost Pre-Paid ULTRA <sup>™</sup> or UNLTD Offer	<b>454</b> before 12 July	
67	2016 Telstra Pre-Paid Mobile Broadband	454 <b>457</b>	
67	<b>Telstra Pre-Paid Mobile Broadband</b> For activations on the Telstra Pre-Paid Mobile Broadband Data Pa May 2017 International Roaming charges Network unlocking For activations on the Telstra Pre-Paid Mobile Broadband Data Pa October 2016 Registering your service Included credit Period for using the service Recharging to increase your account balance Your credit if your service is cancelled When your account credit expires Recharge only period Charges International Roaming charges	457 458 458	
68	Corporate Staff Offer Availability Eligibility Corporate Staff member plans (with a fixed contract term) Bonus Options Changing your monthly spend Cancelling your plan When your contract ends Corporate Staff Casual Plan (without a fixed contract term) Sliding scale call rate for voice calls – member and casual Charges – member Charges – casual	<b>464</b> 464 464 464 465 465 465 465 465 465 465	
69	<b>Old Corporate Staff Plan</b> Availability Charges	<b>469</b> 469 469	
70	<b>Telstra Spring Sale Mobile Plan 25 and 45</b> Availability Bonus Options Approved Plans Early termination charges Charges	<b>469</b> 469 470 470 470	
71	Mobile Plan 25, 45 and 65 Availability Bonus Options Approved Plans Early termination charge Charges	<b>471</b> 471 472 472 472 472	

**Telstra Mobile Section** 

72	<b>Telstra Direct Flat Rate 50 Offer</b> Availability Contract Term Approved Plans Early termination charge Charges	<b>473</b> 473 473 473 473 473	
73	<b>communic8 BYO</b> Availability Approved Plans Bonus Options Charges	<b>474</b> 474 474 474 475	
74	<b>BYO Saver Flexi-Plan</b> Availability Bonus Options Not available with any other offer Charges	<b>475</b> 475 475 475 476	
75	Gold BYO Saver Flexi-Plan Availability Bonus Options Other plan features Not available with any other offer Charges	<b>476</b> 476 476 476 477 477	
76	<b>DoubleUp Offer</b> Availability Charges	<b>478</b> 478 478	
77	Mobile Options Flexi-Plan Availability Bonus Options Not available with any other offer Eligibility requirements Charges	<b>478</b> 478 479 479 479 479	
78	<b>Flexi-Plan 25</b> Availability Charges	<b>480</b> 480 480	
79	<b>Flexi-Plan TenPlus 35, 55, 75 and 100</b> Availability Charges	<b>481</b> 481 481	
80	<b>Below \$5 offer</b> Availability Charges	<b>482</b> 482 482	
81	<b>\$4.50 (\$4.95 including GST) Monthly Access Fee Special Pron</b> Availability Charges	1 <b>otion</b> 482 483	482
82	<b>Old Flexi-Plan 100, 150 and 250</b> (Achiever 100, 150 and 250 Flexi-Plan) Availability	<b>483</b> 483 483	

**Telstra Mobile Section** 

	Charges	483
83	Old Flexi-Plan TenPlus 35, 55, 75, 100, 150 (Classic Corporate 35 and 55, Advance Corporate 75 Flexi-Plan ar Corporate 100 and 150 Flexi-Plan) Availability Charges	<b>484</b> nd Achiever 484 484 484
84	<b>Old Flexi-Plan 35</b> (Flexi-Plan Standard, Classic 35 Flexi-Plan and Phone Saver Flexi Availability Charges	<b>485</b> -Plan) 485 485 485
85	<b>Old Flexi-Plan 20</b> Availability Charges	<b>485</b> 485 486
86	<b>Old Flexi-Plan 75 and Old Flexi-Plan 55</b> (Advance 75 Flexi-Plan and also known as Classic 55 Flexi-Plan) Availability Charges	<b>486</b> 486 486 486
87	<b>Contacta 20, Converser 25 and Communicator 30 Flexi-Plan</b> Availability Charges	<b>487</b> 487 487
88	Value 10 and 15 Flexi-Plan Availability Charges	<b>489</b> 489 489
89	<b>Corporate Flexi-Plan</b> Availability Charges	<b>489</b> 489 489
90	Budget 10 Flexi-Plan Availability Charges	<b>490</b> 490 490
91	Budget 20 Flexi-Plan Availability Charges	<b>491</b> 491 491
92	Flexi-Plan 80, 130 and 240 Availability Charges	<b>492</b> 492 492
93	<b>Go Mobile Plus Plans</b> Availability Peace of Mind data	<b>493</b> 493 503
94	Go Mobile Swap Plans Availability Eligibility Device Options Device Plan Credit for Swap Plans Go Mobile Swap Plan options What you must pay each month	<b>507</b> 508 508 508 508 509 510

**Telstra Mobile Section** 

	Monthly Call Allowance and unlimited SMS and MMS Monthly International Calls and SMS Allowance (from Australia) International Roaming Monthly International Roaming Allowance Monthly Mobile Data Allowance Extra Data Peace of Mind data Changing your plan or your minimum monthly spend Early termination charges At the end of your minimum term Electronic Billing and Payment	510 512 512 513 513 513 514 514 516 516 517
95	Endless Data BYO Plans Availability Device Options What you must pay each month Monthly Mobile Data Monthly Call Allowance and unlimited SMS and MMS International Roaming International Day Pass FairPlay Policy Early termination charges At the end of your minimum term Electronic Billing and Payment	<b>517</b> 518 519 520 521 521 522 522 522 523 523
96	Go Mobile Data Plus Plans Availability Device Options Device Credit for Data Plans Your Monthly Mobile Data Allowance and Extra Data Peace of Mind data Data Packs SMS Changing your Data Plan Early Termination Charges At the end of your Minimum Term Electronic Billing and Payment	<b>523</b> 524 524 527 528 528 528 528 529 529 530 531
97	Mobile Plans Not available for sale on and from 25 June 2019 Eligibility Availability Device Options Device Plan Credit for Mobile Plans and Ultimate Mobile Plan Telstra Mobile Plan options What you must pay each month Monthly Call Allowance and unlimited SMS and MMS Monthly International Call and SMS Allowance (from Australia) International Roaming Monthly International Roaming Allowance Monthly Mobile Data Allowance Extra Data	<b>531</b> 531 532 532 533 534 544 544 545 546 546 546 547 547

**Telstra Mobile Section** 

	Peace of Mind data FairPlay Policy Changing your plan or your minimum monthly spend Early termination charges At the end of your minimum term Electronic Billing and Payment	548 549 549 550 551 552
98	<b>Mobile Data Plan 10GB</b> Availability – for customers who first acquired the service before 12	<b>552</b> March 2019 552
	Availability – for customers who first acquired the service on or after 2019 International Roaming Your Monthly Mobile Data Allowance and Extra Data Peace of Mind data SMS Your data if your service is cancelled Electronic Billing and Payment	
99	International Frequent Traveller Data Plans What are International Frequent Traveller Data Plans? Availability \$150 and \$180 Telstra Business Mobile PLUS Plan Customers All-4-Biz Unlimited Plan Customers Selected countries Pricing Cancellation of International Frequent Traveller Data Plans	<b>557</b> 557 558 558 558 558 558 559 561
100	International Casual Traveller Data Packs What are International Casual Traveller Data Packs? Availability \$150 and \$180 Telstra Business Mobile PLUS Plan customers Unlimited All-4-Biz Plan Customers Selected countries Pricing Cancellation of Pack	<b>561</b> 561 562 562 562 562 562 562 564
101	International Roaming Data Browse Plus Packs What are International Roaming Data Browse Plus Packs? Eligibility Selected countries Pricing	<b>564</b> 564 564 564 565
102	International Roaming Voice Plans What are International Roaming Voice Plans? Availability \$150 and \$180 Telstra Business Mobile PLUS Plan customers All-4-Biz Unlimited Plan Customers Pricing Selected destinations Cancellation of Plan	<b>566</b> 566 567 567 567 567 568 568
103	Telstra Wireless Machine to Machine (M2M) Service Wireless M2M Control Centre Outbound Group Plans	<b>568</b> 568

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

	igibility	568
W	'ireless M2M Control Centre Outbound Group Plan	569
E	ligible Country Tiers	569
Т	esting Data Limit	571
Ρ	ricing	571
U	sing your Wireless M2M Control Centre Outbound Group Plans	571
С	hanging your Wireless M2M Control Centre Outbound Group Pla	ns572
С	ancelling your Wireless M2M Control Centre Outbound Group Pla	ans572
W	'ireless M2M Control Centre Data and Group Data Plans (other the second se	nan the
W	'ireless M2M Control Centre Outbound Group Plans)	572

### 104 Ericsson Connectivity Management – Roaming Data IoT Subscription Plans

	5/3
Roaming Data - IoT Subscription Plans	574
Eligible Country Tiers	574

### **Our Customer Terms Telstra Mobile Section**

### Part B – Old consumer pricing plans that are no longer available for new connections

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.

#### 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.

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.

See clause 2 of Part B - Current and Recent Consumer Section for more detail on the eligbility for various consumer plans.

1.2 From time to time, Telstra may include extra content or value add services within the minimum monthly charge of any plan in this Part. Such extra content or value add services may be available for a limited time.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

### 2 Telstra Mobile Plans

#### Not available for new connections on and from 1 July 2020

#### Eligibility

- 2.1 To be eligible for a Telstra Mobile Plan, you must be a new customer or an existing customer with a 13-digit account number.
- 2.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

#### Availability

- 2.3 All Mobile Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your Mobile Plan will automatically roll over to the next month unless you or we change or cancel the plan.
- 2.4 To connect your existing Telstra mobile service to a new Mobile Plan, you must request to be moved and connected to a new Mobile Plan. This will lead to the cancellation of your existing Telstra mobile plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Mobile Plan.
- 2.5 International Call Packs offered before 1 July 2020 are not compatible with Mobile Plans and cannot be added or brought across to your Mobile Plan.

#### **Device Options**

- 2.6 Mobile Plans are for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with Mobile Plans and may be blocked.
- 2.7 If you take up a Mobile Plan, you may:
  - a) purchase an eligible device on a Device Payment Contarct (DPC). The DPC terms and conditions are set out in Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms; or
  - b) bring your own (BYO) compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500 MHz banding. Check your device manual or manufacturer's website for more information.
- 2.8 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you

### Part B – Old consumer pricing plans that are no longer available for new connections

purchase an eligible handset on a DPC. If you purchase an eligble handset:

- you will receive the DPD amount as a credit towards your handset repayments each a) month for the term of your DPC;
- b) we will tell you the DPD amount when you take up your eligible DPC; and
- the monthly device repayments (if any) on your bill are the monthly amount you owe after c) the DPD amount has been applied.
  - 2.9 If you cancel your Mobile Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

#### **Accessory Repayment Option**

2.10 You can choose to buy compatible mobile accessories with your Mobile Plan through an Accessory Repayment Option (ARO). If you cancel your ARO, you'll have to pay the remaining cost of the accessories in full. The ARO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

#### **Mobile Plan options**

Mobile Plans	Extra Small	Small	Medium	Large	Extra Large
Monthly Charge		See Cri	tical Information	on Summary	
Data for use in Australia	2GB	40GB	80GB	120GB	180GB
Network Access	3G, 4G/4GX 3G, 4G/4GX, 5G			, 5G	
Minimum term			One month	1	
Calls in Australia to Standard Australian Numbers	Unlimited				
SMS/MMS in Australia to Standard Australian Numbers	Unlimited				
Data Speed Shaping after data allowance is exceeded	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. FairPlay policy applies. For use in Australia.				
Data Sharing	No				
Devices	Optional purchase of a device on a DPC - see Part C – Special Promotions of the				

2.11 You can choose from the Telstra Mobile Plans set out in the table below.

### Our Customer Terms Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

	Telstra Mobile Section of Our Customer Terms.		
Telstra New Phone Feeling Redemption (only with DPC)	\$149 fee (if redeemed) - see <u>Part C – Special Promotions of the Telstra Mobile</u> <u>Section of Our Customer Terms.</u>		
	<u>New Phone Feeling</u> is not available to customers that take up a device payment contract on and from 14 January 2020		
Upgrade & Protect	Optional +\$15/month		
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations		
	Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass		
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> or see <u>Part I – International Roaming of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>		
International Calls and SMS/MMS from Australia	Standard PAYG rates apply or add a \$10/month International Call and SMS Pack for Unlimited Calls/SMS to standard international numbers in 20 destinations - see <u>Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms</u> for PAYG rates for calls, clause 7 for the International Call and SMS Pack, and <u>Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer</u> <u>Terms for SMS/MMS</u>		
Non-standard Calls and Messages	PAYG Non-standard calls and messages rates (see clause 6.17)		
Telstra Air Wi-Fi	Included		

5G: Telstra currently offers 5G in select areas and is progressively rolling it out to other areas. In non-5G\_coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at telstra.com/coverage.

#### What you must pay each month

- 2.12 Each month you must pay us:
- a) the minimum monthly charge for your Mobile Plan;
- b) for all usage other than included allowances;
- c) if you have a DPC, for any handset or device repayments (taking into account any DPD amount, if eligible);
- d) any accessory repayments under any ARO;
- e) any other value added services; and
- f) any amounts for usage outside Australia.

#### Changing or cancelling your plan

Part B – Old consumer pricing plans that are no longer available for new connections

2.13 You can change to a different available Mobile Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you joined Telstra on the Small Plan on 1 July 2020, and then increase your plan to the Medium Plan on 10 July 2020, you'll immediately be moved on to the Medium Plan on 10 July 2020 and enjoy benefits such as an increase from 40 to 180GB of data. At the end of that month (31 July 2020), you'll be billed at a pro rata rate for 10 days of the Small Mobile Plan and 21 days of the Medium Plan amount, and after that your next monthly bill will be for the Medium Plan amount if you don't change again

- 2.14 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - a) a pro-rated amount for your last billing period based on when you cancel your plan; and
  - b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

#### Standard and Non-Standard Calls and Messages

2.15 With your Mobile Plan all Standard Calls and Messages are included in your minimum monthly charge. However, in addition to your minimum monthly charge, you must pay for Non-Standard Calls and Messages as set out in <u>Part D – Other Call Types of the Telstra Mobile section of our Customer Terms.</u>

Standard Calls and Messages	Non-standard Calls and Messages	
Standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles)	Calls/SMS to premium numbers (such as 0055 calls and Wake-up and Reminder calls)	
Most '12' calls, including calls to 1234, 12455 and 12456 (excluding 12 numbers listed as Non- standard Calls and Messages)	Successful and attempted connections to requested numbers through a directory assistance call, 1234 service or Call Connect call	
All '11' calls	Most operator assisted calls not listed as standard calls (e.g., 1223 is not a standard call)	
All '13' calls (6 and 10 digit)	Calls and SMS to international numbers from Australia (unless your Telstra Mobile Plan includes a Standard International Call and SMS Allowance)	
All '1800' calls	Video calls and video messages to international numbers	
Call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only	Call diversions to international numbers	

### **Our Customer Terms** Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

Standard Calls and Messages	Non-standard Calls and Messages	
or mobile numbers commencing with 04xx only		
MessageBank® diversion and retrieval charges (voice and video) within Australia	All use (such as calls made and received) while overseas	
National mobile originating text, picture and video messages	Reverse charge calls	
Any other calls determined as eligible by us.	Third party content charges, WAP, GRPS and data usage	
	Information calls	
	Any other calls determined by us not to be eligible calls	

#### No International Calls and SMS Allowance (from Australia)

- 2.16 Mobile Plans do not include any allowance for international calls, SMS or MMS while you are in Australia. If you make any international calls or send international SMS or MMS while you are in Australia, you can:
  - a) purchase an International Call and SMS Pack for unlimited standard international calls or SMS to eligible countries (you will be charged extra for all non-standard international calls or SMS and all international calls or SMS outside eligible countries); or
  - b) pay standard Pay-as-You-Go (PAYG) rates for all international calls, SMS or MMS.

#### **International Roaming**

2.17 International roaming is automatically activated on Mobile Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

#### **International Roaming Day Pass**

2.18 All Mobile Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 2.19 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - a) use your mobile outside of Eligible Roaming Destinations; or
  - b) choose to opt out of your International Day Pass.

#### Monthly Mobile Data Allowance

- 2.20 Each Mobile Plan has a non-shareable monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance to help you make the most of your data allowance. You can also check how much data you've used via the My Telstra app, MyAccount, and the Mobile Data Usage Meter.
- 2.21 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Plans.
- 2.22 Your Monthly Mobile Data Allowance can only be used in Australia and cannot be used for sending SMS or MMS to international numbers. If you send SMS or MMS to international numbers or if you use your services overseas, additional charges will apply.
- 2.23 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 2.24 If you have exceeded your monthly data allowance, you can increase your plan (once per month) to increase your monthly data allowance. See clause 6.13 on how to change your plan.
- 2.25 When calculating mobile data volumes:
  - a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### **FairPlay Policy**

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

- 2.26 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Mobile Plan.
- 2.27 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

#### **Electronic Billing and Payment**

- 2.28 Your Mobile Plan requires electronic payment. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 2.29 Exemptions from these fees are available for:
  - a) Telstra Pensioner Discount customers;
  - b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - c)Australian Government Health Care Card Holder customers; and
  - d) customers who do not have an email address or internet access.
- 2.30 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.

#### 2.31 Electronic Payment:

#### For new connections and existing services changing to these plans from 27 October 2020

2.32 You must pay your account via direct debit when connecting a new service on, or changing an existing service to one of the plans outlined in this section. If you are not already registered with direct debit, you will be required to do so as a condition of the plan. Direct debit applies to the entirety of your billing account – if other services are on the same billing account they will also be paid via direct debit.

Some exceptions may apply depending on your circumstances such as:

- a) Customers with a CentreLink payment arrangement, Telstra Bill Assistance Certificate
- b) No access to a Bank Account or Credit/Debit card.

#### For new connections and existing services changing to these plans prior to 27 October 2020

2.33 You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a

Part B – Old consumer pricing plans that are no longer available for new connections

CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee

#### 3 Mobile Data Plans

#### Not available for new connections on and from 25 June 2019

#### Availability

- 3.1 To be eligible for a Mobile Data Plan, you need a 13-digit account number
- 3.2 All Mobile Data Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your new Mobile Data Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses 5.16 to 5.19 below)
- 3.3 To connect your existing mobile data service to a new Mobile Data Plan, you must request to be moved and connected to a new Mobile Data Plan. This will lead to the cancellation of your existing mobile data plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Mobile Data Plan
- 3.4 Extra Data, Data Packs and International Call Packs offered before 25 June 2019 are not compatible with Mobile Data Plans and cannot be added or brought across to your Mobile Data Plan.

#### **Device Options**

- 3.5 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a Device Payment Contract ("**DPC**").
- 3.6 Mobile Data Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 3.7 Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 3.8 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500MHz banding, so that you can enjoy the full benefits of your service. Check your device manual or manufacturer's website for more information.
- 3.9 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you purchase an eligible device on a DPC. If you purchase an eligible device: Mobi

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

- (a) you will receive the DPD amount as a credit towards your device repayments each month for the term of your DPC;
- we will tell you the DPD amount when you take up your eligible DPC; and (b)
- (c) the monthly device repayments (if any) on your bill are after the DPD amount has been applied.
- 3.10 If you cancel your Mobile Data Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

#### **Accessory Repayment Option**

3.11 You can choose to buy compatible accessories with your Mobile Data Plan through an Accessory Repayment Option (ARO). If you cancel your ARO, you'll have to pay the remaining cost of the accessories in full. The ARO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

#### **Plan options**

3.12 You can choose from the Mobile Data Plans set out in the table below.

Mobile Data Plans

Mobile Data Plans	Extra Small	Small	Medium	Large
Monthly Charge	\$15	\$25	\$50	\$75
Data (Non-shared) for use in Australia	5GB	20GB	60GB	200GB
Term	Month-to-month			
SMS / MMS to Standard Australian numbers	25¢ for SMS /50¢ for MMS per message sent per recipient			
Data Speed Shaping	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed			
after data allowance is exceeded	applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. Heavy data users (users in the top 1% of all data users) may experience slower speeds than other users during busy periods. FairPlay policy applies. For use in Australia).			
Data Sharing	No			
Telstra New Tablet Feeling® Redemption (only with DPC)	\$149 fee (if redeemed) - see <u>Part C – Special Promotions of the Telstra Mobile</u> <u>Section of Our Customer Terms.</u>			
	New Tablet Feeling is not available to customers that take up a device payment contract on and from 14 January 2020			

### **Our Customer Terms** Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited SMS and 1GB /day of data to use that day while in Eligible Roaming Destinations Standard PAYG rates apply outside of Eligible Roaming Destinations or if you			
	choose to opt out of your International Day Pass			
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> or see <u>Part I – International Roaming of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>			
International SMS/MMS from Australia	Standard PAYG rates apply– see <u>Part E – SMS Messages and Email of the</u> <u>Telstra Mobile Section of Our Customer Terms for SMS/MMS</u>			
5G Network Access until 30 June 2020	Automatically included at no extra charge until 30 June 2020			
5G Network Access from 1 July 2020	Not included 3G,4G and 4GX access only	Included		
Unlimited Telstra Air® Wi-Fi Data Allowance	Included			
All for use in Australia (except international roaming).				
Compatible device required for SMS.				

5G: Telstra currently offers 5G in select areas and is\_progressively rolling it out to other areas. In <u>non-5G</u> coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at <u>telstra.com/coverage</u>

- 3.13 Your Mobile Data Plan doesn't include a SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 3.14 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

#### What you must pay each month

- 3.15 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Data Plan;
  - (b) for all usage other than included allowances;
  - (c) if you have a DPC, for any device repayments (taking into account any DPD amount, if eligible); and
  - (d) any accessory repayments under any ARO;
  - (e) any other value added services; and
  - (f) any amounts for usage outside Australia.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Changing or cancelling your plan

3.16 You can change to a different available Mobile Data Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you join Telstra on the Small Mobile Data Plan on 25 June 2019, and then increase your plan to the Medium Mobile Data Plan on 5 July 2019, you'll immediately be moved on to the Medium Mobile Data Plan on 5 July 2019 and enjoy benefits such as an increase from 10 to 50GB of data. At the end of that month (24 August 2019), you'll be billed at a pro rata rate for 10 days of the Small Mobile Data Plan and 20 days of the Medium Mobile Data Plan amount, and after that your next monthly bill will be for the Medium Mobile Data Plan amount if you don't change again

- 3.17 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - (a) a pro-rated amount for your last billing period based on when you cancel your plan; and
  - (b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

#### Our changes to your plan

3.18 From time to time we may make changes to your plan or add-ons (including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can change your plan once a month or leave. If you leave, just pay out your device, accessories or services in full. If we change your plan or move you to a new plan:

#### For customers who take up Mobile Data Plan on and from 1 July 2020

Those changes may be:

- (a) neutral or beneficial to you; or
- (b) detrimental to you.

#### Neutral or beneficial changes

If we make a change to your plan or add-ons which we reasonably believe will be neutral or beneficial to you, we can make the change immediately without telling you.

#### Detrimental changes

If we make a change to your plan or add-ons which we reasonably believe will be detrimental to you then:

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) we will notify you at least 30 days in advance of the changes taking effect.
- (c) If you don't like the change, you may change to another plan or add on, or cancel your plan or add on.
  - (i) If you've purchased a device/s that can be used with another provider, you will need to pay out your device in full (and any device discounts you've received will apply to that payment); or
  - (ii) If you've purchased a device/s that can't be used with another service provider, we'll refund those costs as follows:

(A) Upfront equipment cost x (24 - number of months spent continuously on the plan or add on) / 24 months.

#### For customers who took up Mobile Data Plans between 25 June 2019 - 30 June 2020

- i. We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.
- (d) If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the <u>General Terms</u> does not apply to Mobile Data Plans under this clause 2.

3.19 We can tell you about changes to your Mobile Data Plan by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra app or our other mobile apps, online account management tools (such as My Account), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

#### **International Roaming**

- 3.20 International roaming is automatically activated on new Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.
- 3.21 All Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more

### Part B – Old consumer pricing plans that are no longer available for new connections

information refer to Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

- 3.22 Standard international roaming SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your device outside of Eligible Roaming Destinations; or
  - choose to opt out of your International Day Pass. (b)

#### **Monthly Mobile Data Allowance**

- 3.23 Each Mobile Data Plan has a non-shareable monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance to help you make the most of your data allowance. You can also check how much data you've used via the My Telstra app or My Account.
- 3.24 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Data Plans.
- 3.25 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network
- 3.26 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 3.27 If you have exceeded your monthly data allowance, you can increase your plan once a month to increase your monthly data allowance. See clause 5.16 on how to change your plan.
- 3.28 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 (b) MB = 1 gigabyte (GB).

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Voice calls and SMS

- 3.29 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 3.30 To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet/mobile broadband devices have this functionality.

#### FairPlay Policy

3.31 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Mobile Data Plan.

#### **Electronic Billing and Payment**

- 3.32 Your Mobile Data Plan requires electronic payment. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 3.33 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.

### 4 International Call and SMS Packs

For new connections on and from 1 July 2020

#### What is the International Call and SMS Pack?

- 4.1 The International Call and SMS Packs give you a monthly allowance which you can use to make standard voice and video calls and send SMS from your eligible Telstra Post-Paid mobile service while in Australia to standard international numbers in Eligible Destinations ("**Included Allowance**").
- 4.2 You can't use your Included Allowance to send MMS, to call, MMS or SMS premium and satellite services, for content charges, or while you are overseas.

#### Availability

# Part B – Old consumer pricing plans that are no longer available for new connections

- 4.3 The Standard International Call and SMS Pack is available to customers with an eligible Telstra pay monthly mobile service on and from 25 June 2019. The Special International Call and SMS Pack is available to customers by invite only on and from 25 June 2019.
- 4.4 The International Call and SMS Packs are not compatible with any other discount on international rates. You can't take up an International Call and SMS Pack if you already receive a discount or special pricing for international rates with your Telstra postpaid mobile service.

#### **International Call and SMS Packs – Details**

4.5 The International Call and SMS Packs have the following details:

	Below the Line International Call and SMS Pack
Price	\$10/month
Term	Casual – add or remove at any time
International calls to standard numbers	Unlimited calls to eligible standard international fixed and mobile numbers in eligible destinations from Australia
International SMS to standard numbers	Unlimited SMS to eligible standard international numbers in eligible destinations from Australia
International calls to non- standard numbers	PAYG rates set out in in <u>Part D</u> <u>– Other Call Types</u> of the Telstra Mobile Section of Our Customer Terms
International SMS to non- standard numbers and International MMS	PAYG rates in <u>Part E – SMS</u> <u>Messages and Email</u> of the Telstra Mobile Section of Our Customer Terms
Eligible Destinations	Bangladesh, Canada, China, Denmark, Germany, Guam, Hong Kong, India, Ireland, Indonesia, Japan, Lebanon, Malaysia, New Zealand, Norway, Pakistan, Puerto Rico,

## Part B – Old consumer pricing plans that are no longer available for new connections

Romania, Singapore, South
Korea, UK, USA, Vietnam.

- 4.6 You must pay us the PAYG rates set out in <u>Part D Other Call Types</u> and <u>Part E SMS</u> <u>Messages and Email</u> of the Telstra Mobile Section of Our Customer Terms for all international calls and SMS to non-standard numbers and international SMS.
- 4.7 If you purchase an International Call and SMS Pack partway through a month, the monthly pack charge will be pro-rated according to the days the International Call and SMS Pack was active in that month.

#### **Cancellation of pack**

- 4.8 Your International Call and SMS Pack will continue on a month-to-month basis until you cancel it. You may cancel it at any time without any early termination charges.
- 4.9 If you cancel your International Call and SMS Pack part way through a billing month your monthly pack charge for that month will be pro-rated according to the days your International Call and SMS Pack was active in that month.

### 5 Mobile Data Plans

#### Not available for new connections on and from 16 February 2021

#### Availability

- 5.1 To be eligible for a Mobile Data Plan, you need a 13-digit account number.
- 5.2 All Mobile Data Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your new Mobile Data Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses 5.16 to 5.19 below).
- 5.3 To connect your existing mobile data service to a new Mobile Data Plan, you must request to be moved and connected to a new Mobile Data Plan. This will lead to the cancellation of your existing mobile data plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Mobile Data Plan.
- 5.4 Extra Data, Data Packs and International Call Packs offered before 25 June 2019 are not compatible with Mobile Data Plans and cannot be added or brought across to your Mobile Data Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **Device Options**

- 5.5 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a Device Payment Contract ("**DPC**").
- 5.6 Mobile Data Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 5.7 Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 5.8 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500MHz banding, so that you can enjoy the full benefits of your service. Check your device manual or manufacturer's website for more information.
- 5.9 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you purchase an eligible device on a DPC. If you purchase an eligible device: Mobi
  - (a) you will receive the DPD amount as a credit towards your device repayments each month for the term of your DPC;
  - (b) we will tell you the DPD amount when you take up your eligible DPC; and
  - (c) the monthly device repayments (if any) on your bill are after the DPD amount has been applied.
- 5.10 If you cancel your Mobile Data Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

#### **Accessory Repayment Option**

5.11 You can choose to buy compatible accessories with your Mobile Data Plan through an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories in full. The ARO terms and conditions are set out in <u>Part</u> <u>C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Plan options**

5.12 You can choose from the Mobile Data Plans set out in the table below.

Mobile Data Plans

Mobile Data Plans	Extra Small	Small	Medium	Large
Monthly Charge	\$15	\$25	\$50	\$75

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Data (Non-shared) for use in Australia	5GB	20GB	60GB	200GB
Term	Month-to-month			
SMS / MMS to Standard Australian numbers	25¢ for SM	IS /50¢ for MMS	per message sent per	recipient
Data Speed Shaping	Up to a maximum of	1.5mbps (which i	s not suitable for HD	video or high speed
after data allowance is exceeded	take longer to load) ar smartphone only. He	applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. Heavy data users (users in the top 1% of all data users) may experience slower speeds than other users during busy periods. FairPlay policy applies. For use in Australia).		
Data Sharing		1	No	
Telstra New Tablet Feeling® Redemption (only with DPC)	\$149 fee (if redeemed) - see <u>Part C – Special Promotions of the Telstra Mobile</u> <u>Section of Our Customer Terms.</u>			
	New Tablet Feeling is not available to customers that take up a device payment contract on and from 14 January 2020			
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations			
	Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass			
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> or see <u>Part I – International Roaming of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>			
International SMS/MMS from Australia	Standard PAYG rates apply– see <u>Part E – SMS Messages and Email of the</u> <u>Telstra Mobile Section of Our Customer Terms for SMS/MMS</u>			
5G Network Access until 30 June 2020	Automatically included at no extra charge until 30 June 2020			
5G Network Access from 1 July 2020	Not inclu 3G,4G and 4GX		Incl	luded
Unlimited Telstra Air® Wi-Fi Data Allowance	Included			
Al	All for use in Australia (except international roaming).			
Compatible device required for SMS.				

5G: Telstra currently offers 5G in select areas and is\_progressively rolling it out to other areas. In <u>non-5G</u> coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at <u>telstra.com/coverage</u>.

- 5.13 Your Mobile Data Plan doesn't include a SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 5.14 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

#### What you must pay each month

## Part B – Old consumer pricing plans that are no longer available for new connections

- 5.15 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Data Plan;
  - (b) for all usage other than included allowances;
  - (c) if you have a DPC, for any device repayments (taking into account any DPD amount, if eligible); and
  - (d) any accessory repayments under any ARO;
  - (e) any other value added services; and
  - (f) any amounts for usage outside Australia.

#### Changing or cancelling your plan

5.16 You can change to a different available Mobile Data Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you join Telstra on the Small Mobile Data Plan on 25 June 2019, and then increase your plan to the Medium Mobile Data Plan on 5 July 2019, you'll immediately be moved on to the Medium Mobile Data Plan on 5 July 2019 and enjoy benefits such as an increase from 10 to 50GB of data. At the end of that month (24 August 2019), you'll be billed at a pro rata rate for 10 days of the Small Mobile Data Plan and 20 days of the Medium Mobile Data Plan amount, and after that your next monthly bill will be for the Medium Mobile Data Plan amount if you don't change again

- 5.17 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - (a) a pro-rated amount for your last billing period based on when you cancel your plan; and
  - (b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

#### Our changes to your plan

5.18 From time to time we may make changes to your plan or add-ons (including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can change your plan once a month or leave. If you leave, just pay out your device, accessories or services in full. If we change your plan or move you to a new plan:

#### For customers who take up Mobile Data Plan on and from 1 July 2020

Those changes may be:

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) neutral or beneficial to you; or
- (b) detrimental to you.

#### Neutral or beneficial changes

If we make a change to your plan or add-ons which we reasonably believe will be neutral or beneficial to you, we can make the change immediately without telling you.

#### Detrimental changes

If we make a change to your plan or add-ons which we reasonably believe will be detrimental to you then:

- (a) we will notify you at least 30 days in advance of the changes taking effect.
- (b) If you don't like the change, you may change to another plan or add on, or cancel your plan or add on.
  - (i) If you've purchased a device/s that can be used with another provider, you will need to pay out your device in full (and any device discounts you've received will apply to that payment); or
  - (ii) If you've purchased a device/s that can't be used with another service provider, we'll refund those costs as follows:

(A) Upfront equipment  $\cot x (24 - number of months spent continuously on the plan or add on) / 24 months.$ 

#### For customers who took up Mobile Data Plans between 25 June 2019 - 30 June 2020

- (c) We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.
- (d) If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the <u>General Terms</u> does not apply to Mobile Data Plans under this clause 2.

5.19 We can tell you about changes to your Mobile Data Plan by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the My Telstra app or our other mobile apps, online account management tools (such as My Account), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **International Roaming**

- 5.20 International roaming is automatically activated on new Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.
- 5.21 All Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 5.22 Standard international roaming SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your device outside of Eligible Roaming Destinations; or
  - (b) choose to opt out of your International Day Pass.

#### Monthly Mobile Data Allowance

- 5.23 Each Mobile Data Plan has a non-shareable monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance to help you make the most of your data allowance. You can also check how much data you've used via the My Telstra app or My Account.
- 5.24 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Data Plans.
- 5.25 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network
- 5.26 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 5.27 If you have exceeded your monthly data allowance, you can increase your plan once a month to increase your monthly data allowance. See clause 5.16 on how to change your plan.
- 5.28 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Voice calls and SMS

- 5.29 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 5.30 To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet/mobile broadband devices have this functionality.

#### **FairPlay Policy**

5.31 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Mobile Data Plan.

#### **Electronic Billing and Payment**

- 5.32 Your Mobile Data Plan requires electronic payment. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 5.33 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 6 Mobile Plans

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Not available for new connections on and from 1 July 2020

#### Eligibility

- 6.1 To be eligible for a Mobile Plan, you must be a new customer or an existing customer with a 13-digit account number.
- 6.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

#### Availability

- 6.3 All Mobile Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your Mobile Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses 6.13 to 6.16 below).
- 6.4 To connect your existing Telstra mobile service to a new Mobile Plan, you must request to be moved and connected to a new Mobile Plan. This will lead to the cancellation of your existing Telstra mobile plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Mobile Plan.
- 6.5 International Call Packs offered before 25 June 2019 are not compatible with Mobile Plans and cannot be added or brought across to your Mobile Plan.

#### **Device Options**

- 6.6 Mobile Plans are for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with Mobile Plans and may be blocked.
- 6.7 If you take up a Mobile Plan, you may:
  - (a) purchase an eligible device on a Device Payment Contarct (**DPC**). The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile</u> Section of Our Customer Terms; or
  - (b) bring your own (**BYO**) compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz, both 4G 1800MHz and 4G 700MHz, and 5G 3500 MHz banding. Check your device manual or manufacturer's website for more information.

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## Part B – Old consumer pricing plans that are no longer available for new connections

- 6.8 We may choose to offer Device Payment Discounts (**DPD**) from time to time if you purchase an eligible handset on a 24-month or 36-month DPC. If you purchase an eligible handset:
  - (a) you will receive the DPD amount as a credit towards your handset repayments each month for the 24 or 36-month term of your DPC;
  - (b) we will tell you the DPD amount when you take up your eligible DPC; and
  - (c) the monthly device repayments (if any) on your bill are the monthly amount you owe after the DPD amount has been applied.
- 6.9 If you cancel your Mobile Plan or your DPC, you will no longer be entitled to any DPD and you must pay the balance of any remaining device repayments in full.

#### **Accessory Repayment Option**

6.10 You can choose to buy compatible mobile accessories with your Mobile Plan through an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories in full. The ARO terms and conditions are set out in <u>Part</u> <u>C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Mobile Plan options**

6.11 You can choose from the Telstra Mobile Plans set out in the tables below.

#### **Mobile Plans**

Mobile Plans	Extra Small	Small	Medium	Large	X Large
Monthly Charge					
		See Critical	Information Sun	mary for pricing	
Data (Non-shared) for use in Australia	2GB	30GB*	60GB	100GB	150GB
Term	Month-to-month				
Calls in Australia to Standard Australian Numbers	Unlimited				
SMS/MMS in Australia to Standard Australian Numbers	Unlimited				
Data Speed Shaping after data allowance is exceeded	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. FairPlay policy applies. For use in Australia.				
Data Sharing	No				

# Part B – Old consumer pricing plans that are no longer available for new connections

Devices	Optional purchase of a device on a 24 or 36 month DPC - see <u>Part C – Special Promotions of</u> <u>the Telstra Mobile Section of Our Customer Terms.</u>		
Telstra New Phone Feeling® Redemption (only with DPC)	\$149 fee (if redeemed) - see <u>Part C – Special Promotions of the Telstra Mobile Section of</u> <u>Our Customer Terms.</u>		
	<u>New Phone Feeling</u> is not available to customers that take up a device payment contract on and from 14 January 2020		
StayConnected Advanced <sup>TM</sup>	(	Dptional +\$15/month	
International Roaming outside of Australia		nal charge per day, unlimited calls/SMS and 1GB/day of while in Eligible Roaming Destinations	
		of Eligible Roaming Destinations or if you choose to opt your International Day Pass	
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> or see <u>Part</u> <u>I – International Roaming of the Telstra Mobile Section of Our Customer Terms</u>		
International Calls and SMS/MMS from Australia	Standard PAYG rates apply or add a \$10/month International Call and SMS Pack for Unlimited Calls/SMS to standard international numbers in 20 destinations - see <u>Part D</u> – <u>Other Call Types of the Telstra Mobile Section of Our Customer Terms</u> for PAYG rates for calls, clause 7 for the International Call and SMS Pack, and <u>Part E – SMS Messages and</u> <u>Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS</u>		
Non-standard Calls and Messages	PAYG Non-standard calls and messages rates (see clause 6.17)		
5G Network Access (Customers must have a 5G compatible device and be in a 5G area)	Automatically included at no charge until 30 June 2019		
5G is available in selected areas			
5G Network Access from 1 July 2020	Not included	Included	
Unlimited Telstra Air Wi-Fi Data Allowance	Included		

\* Data allowance changed from 15GB to 30 GB on 7 April 2020

5G: Telstra currently offers 5G in select areas and is progressively rolling it out to other areas. In non-5G coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at <u>telstra.com/coverage</u>.

#### What you must pay each month

- 6.12 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Plan;
  - (b) for all usage other than included allowances;
  - (c) if you have a DPC, for any handset or device repayments (taking into account any DPD amount, if eligible);
  - (d) any accessory repayments under any ARO;
  - (e) any other value added services; and

### Part B – Old consumer pricing plans that are no longer available for new connections

#### (f) any amounts for usage outside Australia.

#### Changing or cancelling your plan

6.13 You can change to a different available Mobile Plan once a month. If you change your plan, then you'll immediately be moved to the new plan, and at the end of the month, you'll be billed a pro-rated amount based on how much time you spent on each plan.

Example: If you join Telstra on the Small Mobile Plan on 25 June 2019, and then increase your plan to the Medium Mobile Plan on 5 July 2019, you'll immediately be moved on to the Medium Mobile Plan on 5 July 2019 and enjoy benefits such as an increase from 15 to 60GB of data. At the end of that month (24 August 2019), you'll be billed at a pro rata rate for 10 days of the Small Mobile Plan and 20 days of the Medium Mobile Plan amount, and after that your next monthly bill will be for the Medium Mobile Plan amount if you don't change again

- 6.14 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - (a) a pro-rated amount for your last billing period based on when you cancel your plan; and
  - (b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

#### Our changes to your plan

- 6.15 From time to time we may make changes to your plan, including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can change your plan once a month or leave. If you leave, just pay out your device, accessories or services in full. 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.
  - (b) If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the <u>General Terms</u> does not apply to Mobile Plans under this clause 2.

6.16 We can tell you about changes to your Mobile Plan by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the Telstra 24x7R App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these

### Our Customer Terms Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

#### Standard and Non-Standard Calls and Messages

6.17 With your Mobile Plan all Standard Calls and Messages are included in your minimum monthly charge. However, in addition to your minimum monthly charge, you must pay for Non-Standard Calls and Messages as set out in <u>Part D – Other Call Types of the Telstra Mobile section of our Customer Terms.</u>

Standard Calls and Messages	Non-standard Calls and Messages
Standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles)	Calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls)
Most '12' calls, including calls to 1234, 12455 and 12456 (excluding 12 numbers listed as Non- standard Calls and Messages)	Successful and attempted connections to requested numbers through a directory assistance call, 1234 service or Call Connect call
All '11' calls	Most operator assisted calls not listed as standard calls (e.g., 1223 is not a standard call)
All '13' calls (6 and 10 digit)	Calls and SMS to international numbers from Australia (unless your Telstra Mobile Plan includes a Standard International Call and SMS Allowance)
All '1800' calls	Video calls and video messages to international numbers
Call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only	Call diversions to international numbers
MessageBank® diversion and retrieval charges (voice and video) within Australia	All use (such as calls made and received) while overseas
National mobile originating text, picture and video messages	Reverse charge calls
Any other calls determined as eligible by us.	Third party content charges, WAP, GRPS and data usage
	Information calls
	Any other calls determined by us not to be eligible calls

Part B – Old consumer pricing plans that are no longer available for new connections

#### No International Calls and SMS Allowance (from Australia)

- 6.18 Mobile Plans do not include any allowance for international calls, SMS or MMS while you are in Australia. If you make any international calls or send international SMS or MMS while you are in Australia, you can:
  - (a) purchase an International Call and SMS Pack for unlimited standard international calls or SMS to eligible countries (you will be charged extra for all non-standard international calls or SMS and all international calls or SMS outside eligible countries); or
  - (b) pay standard Pay-as-You-Go (**PAYG**) rates for all international calls, SMS or MMS.

See clause 7 below for details on the International Call and SMS Pack and eligible countries, and see <u>Part D - Other Call Types</u> of the Telstra Mobile Section of Our Customer Terms for details on standard PAYG rates.

#### **International Roaming**

6.19 International roaming is automatically activated on Mobile Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.</u>

#### **International Roaming Day Pass**

- 6.20 All Mobile Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 6.21 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Destinations; or
  - (b) choose to opt out of your International Day Pass.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Monthly Mobile Data Allowance

- 6.22 Each Mobile Plan has a non-shareable monthly data allowance for use within Australia. Any unused monthly data allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your data allowance to help you make the most of your data allowance. You can also check how much data you've used via the 24x7 app, MyAccount, and the Mobile Data Usage Meter.
- 6.23 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Plans.
- 6.24 Your Monthly Mobile Data Allowance can only be used in Australia and cannot be used for sending SMS or MMS to international numbers. If you send SMS or MMS to international numbers or if you use your services overseas, additional charges will apply.
- 6.25 If you use more than your monthly data allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month until your next billing period. This is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 6.26 If you have exceeded your monthly data allowance, you can increase your plan (once per month) to increase your monthly data allowance. See clause 6.13 on how to change your plan.
- 6.27 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### **FairPlay Policy**

- 6.28 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Mobile Plan.
- 6.29 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

#### **Electronic Billing and Payment**

- 6.30 Your Mobile Plan requires electronic payment. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 6.31 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 6.32 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 6.33 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 7 International Call and SMS Packs

#### Not available for new connections on and from 1 July 2020

#### What is the International Call and SMS Pack?

- 7.1 The International Call and SMS Packs give you a monthly allowance which you can use to make standard voice and video calls and send SMS from your eligible Telstra Post-Paid mobile service while in Australia to standard international numbers in Eligible Destinations ("**Included Allowance**").
- 7.2 You can't use your Included Allowance to send MMS, to call, MMS or SMS premium and satellite services, for content charges, or while you are overseas.

#### Availability

7.3 The Standard International Call and SMS Pack is available to customers with an eligible Telstra postpaid mobile service on and from 25 June 2019. The Special International Call and SMS Pack is available to customers by invite only on and from 25 June 2019.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

7.4 The International Call and SMS Packs are not compatible with any other discount on international rates. You can't take up an International Call and SMS Pack if you already receive a discount or special pricing for international rates with your Telstra postpaid mobile service.

### International Call and SMS Packs - Details

	Standard International Call and SMS Pack	Special International Call and SMS Pack
Price	\$10/month	No additional charge
Term	Casual – add or remove at any time	Casual – add or remove at any time
International calls to standard numbers	Unlimited calls to eligible standard international fixed and mobile numbers in eligible destinations from Australia	Unlimited calls to eligible standard international fixed and mobile numbers in eligible destinations from Australia
International SMS to standard numbers	Unlimited SMS to eligible standard international numbers in eligible destinations from Australia	Unlimited SMS to eligible standard international numbers in eligible destinations from Australia
International calls to non- standard numbers	PAYG rates set out in in <u>Part D</u> <u>– Other Call Types</u> of the Telstra Mobile Section of Our Customer Terms	PAYG rates set out in in <u>Part D</u> <u>– Other Call Types</u> of the Telstra Mobile Section of Our Customer Terms
International SMS to non- standard numbers and International MMS	PAYG rates in <u>Part E – SMS</u> <u>Messages and Email</u> of the Telstra Mobile Section of Our Customer Terms	PAYG rates in <u>Part E – SMS</u> <u>Messages and Email</u> of the Telstra Mobile Section of Our Customer Terms
Eligible Destinations	Canada, China, Germany, Guam, Hong Kong, India, Ireland, Japan, Malaysia, New Zealand, Norway, Puerto Rico, Romania, Singapore, South Korea, Spain, Sweden, U.S., Virgin Islands, U.S.A, UK.	Bangladesh, Canada, China, Denmark, Germany, Guam, Hong Kong, India, Ireland, Japan, Lebanon, Malaysia, New Zealand, Norway, Pakistan, Puerto Rico, Romania, Singapore, South Korea, Spain, Sweden, U.S., Vietnam, Virgin Islands, U.S.A, UK.

7.5 The International Call and SMS Packs have the following details:

## Part B – Old consumer pricing plans that are no longer available for new connections

- You must pay us the PAYG rates set out in <u>Part D Other Call Types</u> and <u>Part E SMS</u>
   <u>Messages and Email</u> of the Telstra Mobile Section of Our Customer Terms for all international calls and SMS to non-standard numbers and international SMS.
- 7.7 If you purchase an International Call and SMS Pack partway through a month, the monthly pack charge will be pro-rated according to the days the International Call and SMS Pack was active in that month.

#### **Cancellation of pack**

- 7.16 Your International Call and SMS Pack will continue on a month-to-month basis until you cancel it. You may cancel it at any time without any early termination charges.
- 7.17 If you cancel your International Call and SMS Pack part way through a billing month your monthly pack charge for that month will be pro-rated according to the days your International Call and SMS Pack was active in that month.

### 8 JB Hi-Fi Mobile Plans

#### Not available for new connections on and from 14 July 2020

#### Eligibility

- 8.1 To be eligible for a Mobile Plan you must be a new customer or an existing customer with a 13 digit account number.
- 8.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN
- 8.3 **JB Hi-Fi Mobile Plans** To be eligible to take up a JB Hi-Fi Mobile BYO Plan or JB Hi-Fi Mobile Plan (**Plan**), you must:
  - (a) be a new or recontracting Telstra customer; and
  - (b) purchase your Plan from a JB Hi-Fi store.

#### **Accessory Repayment Option**

8.4 If you have taken up a Mobile Plan or Mobile BYO Plan, you can choose to buy mobile accessories that are compatible for use with a Mobile Plan or Mobile BYO Plan with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

### Part B – Old consumer pricing plans that are no longer available for new connections

#### Availability

- 8.5 Mobile Plans are available until withdrawn by us. To connect your existing Telstra mobile service to a Mobile Plan, you must cancel your current plan and pay us any applicable early termination charge.
- 8.6 Mobile Plans are available as a
  - (a) **12 month JB Hi-Fi Mobile BYO Plan or 24 month JB Hi-Fi Mobile Plan (JB Hi-Fi Plans)**: You bring your own compatible handset or purchase a compatible handset from JB Hi-Fi respectively, (together, 'Telstra Mobile Plans").

#### **Device Options**

- 8.7 JB Hi-Fi Mobile Plans are for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with Mobile Plans and may be blocked.
- 8.8 If you have taken up a JB Hi-Fi Mobile BYO Plan, you need to bring your own ("**BYO**") compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.

#### JB Hi-Fi Plans – Phone Credit

8.9 If you are a new Telstra mobile customer and you take up a 24 month JB Hi-Fi Mobile Plan, JB Hi-Fi will provide either \$300 or \$500 credit to put against the value of the handset you choose (**Phone Credit**). The value of the Phone Credit will depend upon the value of the handset you purchase. This offer is not available on the 12 month JB Hi-Fi Mobile BYO plan. The Phone Credit must be used at the time you sign up to the plan and is not transferable or redeemable for cash (including any unused part). If you cancel your plan, you will have to pay back a pro-rated amount of the Phone Credit provided to you – see section 8.31.

		ile BYO Plans onths)	JB Hi-Fi Mobile Plans with Phone Credit (24 months)
Minimum monthly charge	\$45	\$65	\$65
Phone Credit Amount (for new Telstra customers only)	N/A	N/A	• \$300 on handsets

#### JB Hi-Fi Mobile Plans (exclusive to JB Hi-Fi)

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

			\$998 or less
			• \$500 on
			handsets
			\$999 or
			more
Monthly Call Allowance to standard fixed and mobile numbers		Unlimited	
SMS and MMS Allowance to standard fixed and mobile numbers		Unlimited	
Monthly Data Allowance (Mobile Data) (non-shared)	15GB	40GB	40GB
Extra Data	\$10/GB auto added in 1GB blocks for use until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data).		
Network Access (Customers must have a 5G compatible device and be in a 5G area)	Automatically included at no extra charge until 30 September 2020		
5G is available in selected areas			
MessageBank <sup>®</sup> retrieval and diversion	Included		
MessageBank Plus for iPhone (compatible iPhone required)	Included		
Monthly International Calls and SMS Allowance to standard fixed and mobile	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 destinations.		
numbers (from Australia)		Call Types of the Telstra I omer Terms and clause 7	
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass For an additional charge per day, unlimited calls/SMS and 1GB/day of data to use in Eligible Roaming Destinations		
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> .		
Standard video messages to standard mobile numbers	Unlimited		
Unlimited Telstra Air® Allowance	Included		
Maximum Phone Credit Cancellation Fee	N/A	N/A	\$300 or \$500, depending on the handset cost

## Part B – Old consumer pricing plans that are no longer available for new connections

Total Minimum cost	\$540	\$780	\$1,560
All to standard Australian numbers and all for use in Australia unless stated otherwise.			therwise.

5G: Telstra currently offers 5G in select areas and <u>is progressively rolling it out to other areas</u>. In <u>non-5G</u> coverage areas, you'll automatically switch to our 4GX/4G or 3G. Check coverage at <u>telstra.com/coverage</u>.

#### What you must pay each month

- 8.10 Each month you must pay us:
  - (a) the minimum monthly charge for your JB Hi-Fi Mobile Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) any accessory repayments under any ARO; and
  - (f) any other value added services; and
  - (g) any amounts for usage outside Australia.

#### Monthly Call Allowance and unlimited SMS and MMS

- 8.11 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 5.10 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 8.12 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;

# Part B – Old consumer pricing plans that are no longer available for new connections

- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank® diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.
- 8.13 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls and SMS to international numbers from Australia (unless your Telstra Mobile Plan includes a Standard International Call and SMS Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Telstra Mobile Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.
- 8.14 You must pay for any calls that are not eligible calls.

#### Monthly International Call and SMS Allowance (from Australia)

8.15 If you make non-standard international calls, or call destinations which are not Eligible Countries, you will be charged extra for those calls. The rates set out in <u>Part D - Other</u> <u>Call Types</u> of the Telstra Mobile Section of Our Customer Terms will apply.

### Part B – Old consumer pricing plans that are no longer available for new connections

#### **International Roaming**

8.16 International roaming is automatically activated on new JB Hi-Fi Mobile Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

#### Monthly Mobile Data Allowance

8.17 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Telstra Mobile Plans.

#### Extra Data

- 8.18 For the JB Hi-Fi Mobile BYO and JB Hi-Fi Mobile Plans, if you use more than your Monthly Mobile Data Allowance in a month, we will automatically add extra data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 4.23 4.24 below for more information on Peace of Mind data.
- 8.19 Extra Data cannot be shared amongst Eligible Services on your account.
- 8.20 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 8.21 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 8.22 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Peace of Mind data

- 8.23 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 8.24 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **FairPlay Policy**

- 8.25 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Telstra Mobile Plan.
- 8.26 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

#### Changing your plan or your minimum monthly spend

8.27 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if Telstra Mobile Plans are still available for recontracting.

Change	Consequence
If you move to the same type of Telstra Mobile Plan (i.e. BYO Plan to BYO Plan) with a lower minimum monthly charge	You must restart your minimum term, pay the balance of any DPC, and pay an early termination charge.
If you move to the same type of Telstra Mobile Plan (i.e. BYO Plan to BYO Plan) with a higher minimum monthly charge	You will not need to restart your minimum term and no early termination charge will apply.
If you move from a Mobile Plan with a DPC to a Mobile Plan with a DPC with a higher minimum monthly charge	If you transfer your existing DPC onto a Mobile Plan of a higher value, you will not need to restart your minimum term and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable). If you take up a new eligible handset on a DPC with your new Mobile Plan, you will need to restart your minimum term, pay
	the balance of any existing DPC, and you will also need to pay an early termination charge.

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence
If you move from a Mobile BYO Plan to a Mobile Plan with a DPC	You must restart your minimum term and pay an early termination charge.
If you move from a Mobile Plan with a DPC to a Mobile BYO Plan	You must restart your minimum term. You must pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you must pay an early termination charge.
If you move from a Telstra Mobile Plan to another Telstra plan or Telstra offer	You must pay an early termination charge and the balance of your DPC, and your Device Plan Credit (if any) will cease.

#### Early termination charges

- 8.28 If, at any time before the end of the 12-month or 24-month term (as applicable) of your Telstra Mobile Plan ("**Minimum Term**"):
  - (a) you cancel your Telstra Mobile Plan (other than as a result of our material breach);
  - (b) we cancel your Telstra Mobile Plan in accordance with the <u>General Terms for</u> <u>Consumer Customers;</u> or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 8.29 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this <u>Part B of the Telstra Mobile Section of Our Customer Terms</u>.
- 8.30 The ETC decreases over the Minimum Term. The maximum ETC for each Telstra Mobile Plan is set out in the tables below. Please contact us for the amount of ETC payable.

JB Hi-Fi Mobile Plans	
\$45 Plan (12 months)	\$270
\$65 Plan (\$24 months)	\$780

8.31 If you cancel your 24 month JB Hi-Fi Mobile Plan \$65 before the end of the 24 month term and you received a Phone Credit, you will need to pay a pro-rated amount of the applicable Phone Credit based on the number of months remaining on your 24 month

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

term. For example, if you were provided with \$500 Phone Credit to put towards a JB Hi-Fi handset and you cancelled your 24 month term at month 18, you would have to pay JB Hi-Fi  $6/24 \ge 500 = 125$ . This pro-rated amount is in addition to any ETC's for your Telstra Mobile Plan that you may also have to pay.

#### At the end of your minimum term

- 8.32 At the end of your minimum term your service will remain on your chosen Telstra Mobile Plan, however if you are on a Mobile Plan, you will no longer be entitled to the Device Plan Credit. You cannot move to another Telstra Mobile Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 8.33 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Electronic Billing and Payment**

- 8.34 Your Telstra Mobile Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 8.35 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 8.36 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 8.37 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

### 9 Mobile Lease Plans

#### Not available for new sales on and from 25 June 2019

#### Eligibility

- 9.1 To be eligible for a Mobile Lease Plan you must be a new customer or have a 13 digit account number.
- 9.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

#### Availability

9.3 Mobile Lease Plans are available until withdrawn by us. To connect your existing Telstra mobile service to a Mobile Lease Plan, you must cancel your current plan and pay us any applicable early termination charges.

#### **Device Options**

- 9.4 Mobile Lease Plans are for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with Mobile Plans and may be blocked.
- 9.5 If you take up a 24 month Mobile Lease Plan, you must lease an eligible device on a Device Lease Contract ("**DLC**"), and you may be eligible to a Device Plan Credit (as defined in clause 94.5) if you meet the criteria set out in clause 94.5. The DLC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Device Plan Credit for Mobile Lease Plans**

- 9.6 If you:
  - (a) lease an eligible device on a 24-month DLC; and
  - (b) your Mobile Lease Plan and your DLC commence on the same day,

you may receive a credit towards your monthly device lease payments ("**Device Plan Credit**") each month for the minimum term of your Mobile Lease Plan.

- 9.7 We will tell you the amount of the Device Plan Credit (if applicable) when you take up your Mobile Lease Plan and eligible DLC.
- 9.8 The monthly device lease payments (if any) on your bill are the monthly amount after the Device Plan Credit has been applied.

## Part B – Old consumer pricing plans that are no longer available for new connections

9.9 If you cancel your Mobile Lease Plan or your DLC, you will no longer be entitled to the Device Plan Credit and you must pay the relevant payments under your DLC in addition to any early termination charge ("ETC") for your Mobile Lease Plan or any accessories.

#### **Accessory Repayment Option**

9.10 If you have taken up a Mobile Lease Plan, you can choose to buy mobile accessories that are compatible for use with a Mobile Lease Plan with an Accessory Repayment Option (ARO). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

#### **Mobile Lease Plan options**

9.11 You can choose from the Mobile Lease Plans set out in the table below.

#### **Mobile Lease Plans**

	Mobile Lease Plans (24 months)			Ultimate Mobile Lease Plan (24 months)	
Minimum monthly charge	\$59	\$79	\$99	\$129	\$199
Minimum cost over 24 months	\$1,416	\$1,896	\$2,376	\$3,096	\$4,776
Monthly Call Allowance to standard fixed and mobile numbers	Unlimited				
Monthly SMS and MMS Allowance to standard fixed and mobile numbers	Unlimited				
Monthly Data Allowance (Mobile Data) (non-shared)	3GB	10GB	30GB	60GB	Unlimited GB
Peace of Mind data (non-shared) –	Opt-in to Peace of Mind data for additional Included at no \$10/mth until cancelled additional cost			N/A	
	Peace of Mind data: After your Monthly Data Allowance is consumed, data sp capped at 1.5Mbps (which is not suitable for HD video or high speed applicat means that some webpages, video/social media content and may take longer and slowed further during busy periods. For personal use in a smartphone only Policy applies. For use in Australia.				pplications, and longer to load)
Extra Data (non-shared)	Unless you've opted into Peace of Mind data, if youIf you opt-outuse more than your Monthly Data Allowance, Extraof Peace ofData at \$10/GB auto added in 1GB blocks for useMind data anduntil the end of your billing month (until you reachuse more thanthe \$100 Excess Cap, when your service will beyour Monthlyshaped to Peace of Mind data).Data Allowance,Extra Data at\$10/GB autoadded in 1GBadded in 1GBblocks for useblocks for use		N/A		

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

			until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data).	
MessageBank <sup>®</sup> retrieval and diversion	Included			
MessageBank Plus for iPhone (compatible iPhone required)	Included			
Included Content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time			
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 destinations.	Unlimited to	15 destinations	Unlimited to all destinations
	See <u>Part D – Other Call Types of</u> <u>the Telstra Mobile Section of Our</u> <u>Customer Terms</u>			
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use that day while in Eligible Roaming Destinationss For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> . Unlimited calls and SMS, and 2GB of mobile data. To use in Eligible Destinations. Extu auto added in 1G within 31 days.		and SMS, and 2GB of mobile	Unlimited calls and SMS, and 10GB of mobile data.
			a Data \$10/1GB	
Telstra New Phone Feeling® Redemption	\$149 - See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.		Included	
Mobile Swap Assure™	Optional \$10/month See <u>Part C – Special Promotions of the Telstra Mobile Section of Our</u> Customer Terms.			Included at \$0 cost
Unlimited Telstra Air® WI-fi Data Allowance	Included			
	All to standard Australian numbers you use your International ca allowance or to call non-eligible Eligible Destinations are: Bang Malaysia, New Zealand, Pakista	lls/SMS Allowance destinations, Inter ladesh, Canada, Cl	e for things not inclu rnational call/SMS r hina, Hong Kong, In	ıded in your ates will apply. dia, Lebanon,

## Part B – Old consumer pricing plans that are no longer available for new connections

#### What you must pay each month

- 9.12 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Lease Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) for Peace of Mind data (if available to add as an option with your plan and you have chosen to opt in)
  - (f) under your DLC, any device lease payments (taking into account any Device Plan Credit, if eligible);
  - (g) any additional Companion Plans you may take up (if eligible);
  - (h) any accessory repayments under any ARO; and
  - (i) any other value added services; and
  - (j) any amounts for usage outside Australia.

#### Monthly Call Allowance and unlimited SMS and MMS

- 9.13 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 94.11 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 9.14 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);

# Part B – Old consumer pricing plans that are no longer available for new connections

- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank® diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.
- 9.15 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls and SMS to international numbers from Australia (unless your Mobile Lease Plan includes a Standard International Call and SMS Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Mobile Lease Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.
- 9.16 You must pay for any calls that are not eligible calls.
- 9.17 Any unused Monthly Call Allowance expires each month.

#### Monthly International Call and SMS Allowance (from Australia)

9.18 Your \$99 and \$129 Mobile Lease Plans includes a Monthly International Call and SMS Allowance to make unlimited calls and SMS to standard international fixed and mobile

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

numbers made while you are in Australia to the 15 Eligible Destinations set out in clause 94.20 (**Monthly International Call and SMS Allowance**), while your \$199 Ultimate Mobile Lease Plan includes an unlimited Monthly International Call and SMS Allowance to make unlimited calls and SMS while you are in Australia to standard fixed and mobile international numbers in any country.

- 9.19 Eligible Destinations are listed in clause 93.25.
- 9.20 If you make non-standard international calls, or call destinations which are not Eligible Destinations, you will be charged extra for those calls. The rates set out in <u>Part D Other</u> Call Types of the Telstra Mobile Section of Our Customer Terms will apply.

#### **International Roaming**

9.21 International roaming is automatically activated on new Mobile Lease Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

#### Monthly International Roaming Allowance

- 9.22 Your \$129 Mobile Lease Plan, and \$199 Ultimate Mobile Lease Plan all include a Monthly International Roaming Allowance to make unlimited calls/SMS and 2GB (\$129 plan) and 10GB (\$199 plan) of mobile data in Eligible Roaming Destinations (listed in clause 93.28).
- 9.23 If you exceed your data Monthly International Roaming Allowance, you'll be \$10 for each additional 1GB to use within 31 days. Any mobile data used to send or receive MMS while you are in Eligible Roaming Destinations will use your Monthly International Roaming Allowance.
- 9.24 If you make calls, send SMS/MMS and use data in destinations other than Eligible Roaming Destinations, you will be charged extra. Charges for international roaming calls/SMS/MMS and mobile data are set out at <u>Part I – Heading Overseas (International</u> <u>Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.
- 9.25 Your \$59, \$79 or \$99 Mobile Lease Plan has an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

### Part B – Old consumer pricing plans that are no longer available for new connections

- 9.26 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - use your mobile outside of Eligible Roaming Destinations; or (a)
  - (b) choose to opt out of your International Day Pass.
- 9.27 Any unused data Monthly International Roaming Allowance and Extra Data expire at the end of each billing month (other than extra data added under clause 5.26 above).

#### **Monthly Mobile Data Allowance**

- 9.28 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Mobile Lease Plans.
- 9.29 Your Monthly Mobile Data Allowance can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Extra Data**

- 9.30 For the \$59, \$79 and \$99 Mobile Lease Plans if you use more than your Monthly Mobile Data Allowance in a month, we will automatically add extra data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clauses 5.36 - 5.39 below for more information on Peace of Mind data.
- 9.31 For the \$129 Mobile Lease Plan, if you choose to opt out of Peace of Mind Data and you use more than your Monthly Mobile Data Allowance in a month, we will automatically add Extra Data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block).
- 9.32 Extra Data cannot be shared amongst Eligible Services on your account.
- 9.33 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 9.34 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 9.35 When calculating mobile data volumes:

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 9.36 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 9.37 Peace of Mind data:
  - (a) is included with the \$129 Mobile Lease Plan; and
  - (b) can be added to the \$59, \$79 or \$99 Mobile Lease Plans for an additional \$10/mth until cancelled. You will be charged for Peace of Mind data each month until you cancel even if you don't use all your Monthly Mobile Data Allowance in a month.
- 9.38 For the \$129 Mobile Lease Plan, you can choose to opt-out of Peace of Mind data once every 30 days, and will then pay Extra Data at \$10/1GB.
- 9.39 Peace of Mind data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **FairPlay Policy**

- 9.40 Our FairPlay Policy (set out in the General Terms for Consumer Customers) applies to your Mobile Lease Plan.
- 9.41 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

#### Changing your plan or your minimum monthly spend

9.42 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if the relevant plan is still available for recontracting.

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence
If you move to another Mobile Lease Plan with a lower minimum monthly charge	You must restart your minimum term. You must pay an Early Termination Charge for your plan and any applicable fees included in your DLC depending upon when your change took effect, and your Device Plan Credit (if any) will cease.
If you move to another Mobile Lease Plan with a higher minimum monthly charge	You will not need to restart your minimum term (unless you take up a new handset with your plan) and no early termination charge will apply. You may keep your existing DLC. If you lease a new handset with your plan, you will need to restart your minimum term, pay any Early Termination Charges for your plan and any applicable fees included in your DLC depending upon when the change took effect and your Device Plan Credit (if any) will cease.
If you move from a Mobile Lease Plan to another Telstra plan or Telstra offer	You will need to restart your minimum term. You must pay an Early Termination Charge and any applicable fees included in your DLC depending upon when your change took effect and your Device Plan Credit (if any) will cease.

# Part B – Old consumer pricing plans that are no longer available for new connections

### Early termination charges

- 9.43 If, at any time before the end of the 24-month term (as applicable) of your Mobile Lease Plan ("**Minimum Term**"):
  - (a) you cancel your Mobile Lease Plan (other than as a result of our material breach);
  - (b) we cancel your Mobile Lease Plan in accordance with the <u>General Terms for</u> <u>Consumer Customers</u>; or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 9.44 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this <u>Part B of the Telstra Mobile Section of Our Customer Terms</u>.
- 9.45 The ETC decreases over the Minimum Term. The maximum ETC for each Mobile Lease Plan is set out in the tables below. Please contact us for the amount of ETC payable.

Mobile Lease Plans	Maximum ETC (incl. GST) (24 month term)
\$59 Plan	\$708
\$79 Plan	\$948
\$99 Plan	\$1,188
\$129 Plan	\$1,548
\$199 Ultimate Mobile Lease Plan	\$2,388

9.46 In addition to any ETC's, you will also have to pay any other relevant fees set out under your DLC and any Device Plan Credit you were receiving will end when your Mobile Lease Plan is cancelled.

### At the end of your minimum term

9.47 At the end of your minimum term, your service will remain on your chosen Mobile Lease Plan and you will continue to pay the minimum monthly charge for your Mobile Lease Plan (unless you return your device or you offer to purchase your device under the terms of your DLC). You will also need to pay any other fees set out under your DLC.

## Part B – Old consumer pricing plans that are no longer available for new connections

9.48 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### **Electronic Billing and Payment**

- 9.49 Your Mobile Lease Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 9.50 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 9.51 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 9.52 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 10 Voice & Mobile Data Packs

### Not available for new sales on and from 25 June 2019

- 10.1 If you have a consumer post-paid mobile plan (except other plans determined by us) or a consumer post-paid mobile broadband plan, you can purchase a Voice & Mobile Data Pack which includes a monthly mobile data allowance, and unlimited eligible calls, SMS and MMS to standard numbers for use on the Telstra Mobile Network in Australia.
- 10.2 If you have a data share mobile plans or shareable mobile broadband data plans (any Go Plus Plan, Go Mobile Plan, Go Mobile Data Plus Plan, Go Mobile Data Plan, Mobile Accelerate Data Share Plan, Mobile Accelerate Data Share BYO Plan, Telstra Every Day Connect Data Share Plan or a Telstra Every Day Connect Data Share BYO Plan or any other plan we allow to share data from time to time) you'll be able to share the mobile

## Part B – Old consumer pricing plans that are no longer available for new connections

data from your Voice and Mobile Data Pack between all eligible data share services on the same account (**Eligible Services**).

10.3 Where you have a non-share mobile or mobile broadband plan, you can still apply a Voice & Mobile Data Pack to your plan (but you will not be able to share the data with other services).

### **Cost and inclusions**

10.4 The monthly fee and included monthly allowance for Voice & Mobile Data Packs are set out in the table below:

Voice & Mobile Data Pack	\$15/	mth	\$:	35/mth		\$55/mth
Monthly service fee	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
	\$13.64	\$15.00	\$31.82	\$35.00	\$50.00	\$55.00
Monthly mobile	2GB on and f	rom 29 March	<b>5GB</b> o	on and from 29		8GB
data allowance	201			rch 2016		
(calculated per KB)	(1GB pre 29	March 2016)	(4GB pre	29 March 2016)		
Unlimited eligible	Yes			Yes		Yes
calls, SMS and						
MMS						

### Voice & Mobile Data Packs available on and from 8 December 2015

- 10.5 When calculating mobile data volumes:
  - (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)
- 10.6 Voice & Mobile Data Packs also include unlimited eligible calls, SMS and MMS to standard numbers. Eligible calls are those calls defined in clause 93.19 above for use within Australia. You will have to pay more for excluded call types.
- 10.7 A voice-capable device is required to access the unlimited eligible calls, SMS and MMS.
- 10.8 Voice & Mobile Data Packs are for use in Australia and cannot be used for content charges or used overseas.
- 10.9 Any unused monthly mobile data allowance from a Voice & Mobile Data Pack will expire at the end of the month.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 10.10 Your first Voice & Mobile Data Pack will not be pro-rated and you will be charged the full monthly charge for your first month and you will receive the full mobile data allowance until the end of your first bill cycle.
- 10.11 If you want to change the value of your Voice & Mobile Data Pack part way through your bill cycle, you will need to pay the full amount for the new Pack. You may receive a prorated credit for the Pack you have cancelled.
- 10.12 If you have a Shared Data Pack purchased before 12 May 2015 on your service it will continue to apply (and count towards your monthly data allowance) until you cancel it. If you cancel your pre-12 May data pack, you will not be able to reinstate it, you will only be able to purchase a Data Pack available from 24 September 2015.

### 11 Home Wireless Broadband Plus Plans

### Not available for new sales on and from 25 June 2019

- 11.1 To be eligible for a Home Wireless Broadband Plus Plan (**HWB Plus Plan**), you need a 13 digit account number.
- 11.2 HWB Plus Plans are available until withdrawn by us.
- 11.3 HWB Plus Plans are available as casual, 12 or 24-month plans.

### **Device Options**

- 11.4 You can bring your own Telstra Mobile Network compatible mobile broadband device or, you can purchase an eligible device from us on a 24-month Device Payment Contract ("**DPC**").
- 11.5 HWB Plus Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 11.6 If you have taken up a 24-month HWB Plus Plan, you can purchase an eligible device on a DPC, and you may be eligible to a Device Credit if you meet the criteria set out in clause 11.8. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 11.7 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

### **Device Credit for HWB Plus Plans**

11.8 If you:

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) purchase an eligible device on a 24-month DPC; and
- (b) your HWB Plus Plan and your DPC commence on the same day,

you may receive a credit towards your device repayments ("**Device Credit**") each month of your 24 month term of you HWB Plus Plan.

- 11.9 We will tell you the amount of the Device Credit when you take up your HWB Plus Plan and eligible DPC.
- 11.10 The monthly device repayments (if any) on your bill are after the Device Credit has been applied.
- 11.11 If you cancel your HWB Plus Plan or your DPC, you will no longer be entitled to the Device Credit and you must pay the balance of any remaining device repayments in addition to any applicable early termination charge ("**ETC**") for your HWB Plus Plan.

### **Accessory Repayment Option**

11.12 You can choose to buy device accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/special-promotions.

### **Plan options**

11.13 You can choose from the Home Wireless Broadband Plus Plans set out in the table below.

	Home Wireless Broadband Plus Plans -12 or 24 month Plans				
Minimum monthly charge	\$45	\$70	\$99	\$100	\$150
Monthly Mobile Data	20GB	40GB	100GB	25GB	50GB
Allowance	(0.22c/MB)	(0.17c/MB)	(0.10c/MB)	(0.39c/MB)	(0.29c/MB)
Total minimum cost for 12 month plans	\$540	\$840	N/A	\$1,200	\$1,800
Total minimum cost for 24 month plans	\$1,080	\$1,680	\$2,376	\$2,400	\$3,600
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)				
Standard national SMS	25¢/message				
Standard video messages to mobiles in Australia	75¢/message				

# Part B – Old consumer pricing plans that are no longer available for new connections

	Home Wireless Broadband Plus Plans -12 or 24 month Plans	
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>	
New Tablet Feeling	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .	
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time	
All for use in Australia (excludes use overseas).		

	Home Wireless Broadband Plus Plans – Casual			
Minimum monthly charge	\$110	\$160		
Monthly Mobile Data Allowance	25GB (0.43c/MB)	50GB (0.32c/MB)		
Total minimum cost for casual plans	\$110	\$160		
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
Standard national SMS	25¢/message			
Standard video messages to mobiles in Australia	75¢/message			
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u> for SMS/MMS			
New Tablet Feeling	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .			
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time			
All for use in Australia (excludes use overseas).				

- 11.14 Your HWB Plus Plan doesn't include an SMS allowance. If you send SMS the charges set out in the table above will apply.
- 11.15 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

## Part B – Old consumer pricing plans that are no longer available for new connections

### What you must pay each month

- 11.16 Each month you must pay us:
  - (a) the minimum monthly charge for your HWB Plus Plan;
  - (b) for data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) all usage not eligible to draw from your included allowances (for example calls and SMS);
  - (e) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and
  - (f) any accessory repayments under any ARO.

### Your Monthly Mobile Data Allowance and Extra Data

- 11.17 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network.
- 11.18 If you use more than your Monthly Mobile Data Allowance, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("**Extra Data**"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("**Excess Cap**"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 7.21 7.22 below for more information on Peace of Mind data.
- 11.19 Any unused Monthly Mobile Data Allowance and Extra Data expires each month.
- 11.20 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

## Part B – Old consumer pricing plans that are no longer available for new connections

### Peace of Mind data

- 11.21 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 11.22 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### **Data Packs**

- 11.23 If you need more data each month, you can purchase a Data Pack to add to your HWB Plus Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia. Data cannot be shared across with other HWB Plus Plans or other services with shareable data.
- 11.24 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

### SMS

- 11.25 From 22 April 2020, your plan cannot be used to make or receive calls.
- 11.26 To access SMS capability, your SIM card must be placed in anSMS capable device. Not all tablet devices have this functionality.

### **FairPlay Policy**

11.27 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Home Wireless Broadband Plus Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your HWB Plus Plan

11.28 If you have a 12 or 24 month plan, we may allow you to change your minimum monthly charge or move to another HWB Plus Plan during your minimum term. If we do, the terms in the table below will apply.

Change	Consequence
If you move to another HWB Plus Plan with the same minimum term and a higher monthly charge	You will not need to restart your minimum term and will not have to pay an early termination charge. You can also move back to your original plan value without paying an early termination charge.
If you move to another HWB PlusPlan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.
If you move from a 24-month HWB Plus Plan to another HWB Plus Plan with a 12-month minimum term or vice versa	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).

### Early Termination Charges

- 11.29 If you have a casual HWB Plus Plan, you can cancel your plan at any time without having to pay an early termination charge ("**ETC**") but you must pay any charges up to the point of cancellation.
- 11.30 If you have a 12 or 24 month HWB Plus Plan, and at any time before the end of the 12 or 24-month term (as applicable) ("**Minimum Term**"):
  - (a) you cancel your HWB Plus Plan (other than as a result of our material breach);
  - (b) we cancel your HWB Plus Plan in accordance the <u>General Terms for Consumer</u> <u>Customers</u> ; or
  - (c) you change your HWB Plus Plan and the table above specifies you will have to pay an early termination charge,

then you must pay an ETC and any costs incurred up to the point of cancellation.

11.31 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term Total number of months in the minimum term

# Part B – Old consumer pricing plans that are no longer available for new connections

11.32 The ETC decreases over the Minimum Term. The maximum ETC for each Home Wireless Broadband Plus Plan is set out in the table below. Please contact us for the amount of ETC payable.

Home Wireless Broadband	Maximum ETC (incl. GST)		
Plus Plans	12 month plans	24 month plans	
\$45 Plan	\$270	\$540	
\$70 Plan	\$420	\$840	
\$99 Plan	-	\$1,188	
\$100 Plan	\$600	\$1,200	
\$150 Plan	\$900	\$1,800	

11.33 If you have taken up a DPC, any Device Credit you were receiving will end when your HWB Plus Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your Minimum Term

11.34 If you have taken up a 12 or 24 month HWB Plus Plan, at the end of your Minimum Term (as applicable), your service will remain on your selected HWB Plus Plan on a month to month basis. If that HWB Plus Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

### **Electronic Billing and Payment**

- 11.35 Your Home Wireless Broadband Plus Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 11.36 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;

### Part B – Old consumer pricing plans that are no longer available for new connections

- Australian Government Health Care Card Holder customers; and (c)
- customers who do not have an email address or internet access. (d)
- 11.37 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 11.38 Electronic Payment: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) 
  <sup>®</sup> Registered to BPAY Pty Ltd ABN 69 079 137 518

### 12 Mobile Data Plans (excluding the Mobile Data Plan 10GB set out in clause 3 of Part B – Pricing plans – Mobile Data Services of Telstra Mobile Home and family Terms)

### Not available for new sales on and from 25 June 2019

- 12.1 To be eligible for a Mobile Data Plan, you need a 13 digit account number.
- 12.2 Mobile Data Plans are available until withdrawn by us.
- 12.3 Mobile Data Plans are available as:
  - 12 month or 24 month Mobile Broadband Plan: You must bring your own a. compatible device or purchase a compatible device from us.
  - b. 12 month or 24 month Tablet Plan: You bring your own compatible tablet or purchase a compatible tablet from us (together "Mobile Data Plans").
- Tablet Plan \$29 + \$10 Peace of Mind data (Companion Plan) To be eligible to take up 12.4 the Tablet Plan \$29 + \$10 Peace of Mind data, you must be invited to take up this plan and either be:
  - a new customer who takes up two or more eligible services on a 12 or 24 month a. contract in the same transaction; or
  - b. an existing customer with an existing eligible primary service, or with two or more post-paid mobile services on their account. Existing customers cannot recontract their existing plan to a Companion Plan unless approved by us.

### **Device Options**

12.5 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a 24-month Device Payment Contract ("DPC").

### Part B – Old consumer pricing plans that are no longer available for new connections

- 12.6 Mobile Data Plans are for personal use only with compatible tablets or mobile broadband devices. Other devices including telemetry devices and mobile phones may be blocked.
- 12.7 Mobile Data Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 12.8 If you have taken up a 24-month Mobile Data Plan, you can purchase an eligible device on a DPC, and you may be eligible to receive a monthly credit on your monthly device repayments if you meet the criteria set out in 19.8. The DPC terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 12.9 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

### **Device Credit for Mobile Data Plans**

- 12.10 If you:
  - purchase an eligible device on a 24-month DPC; and (a)
  - (b) your Mobile Data Plan and your DPC commence on the same day,

you may receive a credit towards your device repayments ("Device Credit") each month for the 24 month term of your Mobile Data Plan.

- We will tell you the amount of the Device Credit when you take up your Mobile Data 12.11 Plan and eligible DPC.
- 12.12 The monthly device repayments (if any) on your bill are after the Device Credit has been applied.
- 12.13 If you cancel your Mobile Data Plan or your DPC, you will no longer be entitled to the Device Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("ETC") for your Mobile Data Plan.

### **Accessory Repayment Option**

12.14 You can choose to buy device accessories that are compatible with a Mobile Data Plan with an Accessory Repayment Option (ARO). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/specialpromotions.

### **Plan options**

# Part B – Old consumer pricing plans that are no longer available for new connections

12.15 You can choose from the Mobile Data Plans set out in the table below.

	Mobile Broadband Plans			
	(12 and 24 months)			
Minimum monthly charge	\$29	\$59	\$89	
Monthly Mobile Data Allowance (non-shared)	10GB (0.28c/MB)	30GB (0.19c/MB)	80GB (0.11c/MB)	
Total minimum cost for 12 month plans	\$348	\$708	\$1,068	
Total minimum cost for 24 month plans	\$696	\$1,416	\$2,136	
Extra Data (non-shared)	\$10/GB auto added in 1GB blocks to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your, your service will be shaped to Peace of Mind data)			
Peace of Mind data (non- shared)	Not Available			
Standard national SMS	25¢/message sent per recipient			
Standard national MMS	50¢/message sent per recipient			
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>			
Monthly International	International Day Pass			
Roaming Allowance to standard fixed and mobile numbers (while overseas)			unlimited SMS and 1GB/day of data ligible Roaming Destinations	
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> .			
Telstra New Phone Feeling Redemption (only with DPC)	\$149 – See Part C – <u>Special Promotions of the Telstra Mobile Section</u> <u>of Our Customer Terms</u> .			
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time			
Unlimited Telstra Air Allowance	Included			
StayConnected Advanced	Optional \$15/month			

# Part B – Old consumer pricing plans that are no longer available for new connections

Mobile Broadband Plans

(12 and 24 months)

All for use in Australia (except international roaming).

		Tablet	Plans	Companion
	(12 and 24 months)			Tablet Plan \$29 + \$10 Peace of Mind data
				(12 months)
Minimum monthly charge	\$19	\$29	\$59	\$39 (\$29 plan + \$10 Peace of Mind data)
Monthly Mobile Data		5GB	25GB	5GB
Allowance (non-shared)	2GB (0.93c/MB)	(0.57c/MB)	(0.23c/MB)	(0.27c/MB)
Total minimum cost for 12 month plans	\$228	\$348	\$708	\$468
Total minimum cost for 24 month plans	\$456	\$696	\$1,416	N/A
	Included at no additional cost		al cost	
Peace of Mind data (non- shared)	Not Available Not Available Peace of Mind data: After your Monthly Data consumed, data speeds are capped at 1.5Mbps (w for HD video or high speed applications, and m webpages, video/social media content and may ta and slowed further during busy periods. For perso only. FairPlay Policy applies. For use in A		ps (which is not suitable and means that some nay take longer to load) personal use in a tablet	
Extra Data (non-shared)	be used by the end of your billing month (until you reach the \$100at \$10/GB auto added end of your billing nExcess Cap, when your service willExcess Cap, when you		Opt-out of Peace of Mind data and s at \$10/GB auto added in 1GB block end of your billing month (until yo Excess Cap, when your service will of Mind data)	ks for use until the ou reach the \$100
Standard national SMS	25¢/message sent per recipient			
Standard national MMS	50¢/message sent per recipient			
Standard international SMS/MMS	Standard PAYG rates apply. See <u>www.telstra.com.au/customer-terms/home-family/telstra-</u> <u>mobile/sms-messages-and-e-mail</u>			

## Part B – Old consumer pricing plans that are no longer available for new connections

	Tablet Plans	Companion		
	(12 and 24 months)	Tablet Plan \$29 + \$10 Peace of Mind data		
		(12 months)		
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited SMS and 1GB/day of data to use in Eligible Roaming Destinations.			
	For charges and a list of Eligible Roaming Destinations visit telstra.com/overseas.			
Telstra New Tablet Feeling® Redemption (only with DPC)	\$149 - See Part C – <u>Special Promotions of the Telstra Mobile Section of Our Customer Terms</u> .			
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time			
Unlimited Telstra Air® Allowance	Included			
StayConnected Advanced <sup>™</sup>	Optional \$15/month			
All for use in Australia (except international roaming).				

- 12.16 Your Mobile Data Plan doesn't include an SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 12.17 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

### What you must pay each month

- 12.18 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Data Plan;
  - (b) for data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) for Peace of Mind data (if available to add as an option with your plan and you have chosen to opt-in)
  - (e) all usage not eligible to draw from your included allowances (for example calls and SMS);
  - (f) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and

# Part B – Old consumer pricing plans that are no longer available for new connections

- (g) any accessory repayments under any ARO; and
- (h) any amounts for usage outside Australia.

### International Roaming

12.19 International roaming is automatically activated on new Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.</u>

All Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. The list of Eligible Roaming Destinations may change from time to time. For a current list please visit <u>telstra.com/overseas</u>

- 12.20 If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 12.21 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Countries; or
  - (b) choose to opt out of your International Day Pass.

### Your Monthly Mobile Data Allowance and Extra Data

- 12.22 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of eligible services on the same account:
- 12.23 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network
- 12.24 For Mobile Broadband Plans and the \$10 and the \$29 Tablet Plan, if you use more than your Monthly Mobile Data Allowance in a month, we will automatically add Extra Data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ('Extra Data') You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the

## **Our Customer Terms**

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 8.31 - 8.33 below for more information on Peace of Mind data.

- If you use more than your Monthly Mobile Data Allowance and you are on either a 12.25 Mobile Broadband plan, \$19 or \$29 Tablet Plan or have opted out of Peace of Mind data on your \$59 Tablet Plan or Tablet Plan \$29 + \$10 Peace of Mind data, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 8.31 - 8.33below for more information on Peace of Mind data.
- For the \$39 and \$59 Tablet Plans, if you choose to opt out of Peace of Mind Data and you 12.26 use more than your Monthly Mobile Data Allowance in a month, we will automatically add Extra Data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 8.31 - 8.33below for more information on Peace of Mind data.
- 12.27 Any unused Monthly Mobile Data Allowance and Extra Data expires each month.
- 12.28 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

### Peace of Mind data

12.29 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages. video/social media content and may take longer to load). We will also slow speeds

## Part B – Old consumer pricing plans that are no longer available for new connections

further during busy periods to manage network congestion and ensure overall network experience.

- 12.30 Peace of Mind data is included with the \$39 and \$59 Tablet Plan.
- 12.31 For the \$39 and \$59 Table Plan, you can choose to opt-out of Peace of Mind data once every 30 days, and will then pay Extra Data at \$10/1GB.

#### **Data Packs**

- 12.32 If you need more data each month, you can purchase a Data Pack to add to your Mobile Data Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia. Data can be shared across Eligible Services on the same account.
- 12.33 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

#### SMS

- 12.34 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 12.35 To access call and SMS capability, your SIM card must be placed in a SMS capable device. Not all tablet/mobile broadband devices have this functionality.

#### **FairPlay Policy**

12.36 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Mobile Data Plan.

#### **Changing your Mobile Data Plan**

- 12.37 If you have a 12 or 24 month plan, we may allow you to change your minimum monthly charge or move to another Mobile Data Plan during your minimum term. If we do, the terms in the table below will apply.
- 12.38 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

Change	Consequence
If you move to another Mobile	You will not need to restart your minimum term and
Data Plan with the same	will not have to pay an early termination charge. You

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence
minimum term and a higher monthly charge	can also move back to your original plan value without paying an early termination charge.
If you move to another Mobile Data Plan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.
If you move from a 24-month Mobile Data Plan to another Mobile Data Plan with a 12- month minimum term or vice versa	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).

### **Early Termination Charges**

- 12.39 If you have a 12 or 24 month Mobile Data Plan, and at any time before the end of your 12 or 24-month term (as applicable) ("**Minimum Term**"):
  - (a) you cancel your Mobile Data Plan (other than as a result of our material breach);
  - (b) we cancel your Mobile Data Plan in accordance with the <u>General Terms for</u> <u>Consumer Customers</u> ; or
  - (c) you change your Mobile Data Plan and the table above specifies you will have to pay an ETC,

then you must pay an ETC and any costs incurred up to the point of cancellation.

12.40 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

### Total number of months in the minimum term

12.41 The ETC decreases over the Minimum Term. The maximum ETC for each Mobile Data Plan is set out in the table below. Please contact us for the amount of ETC payable.

Mobile Broadband Plans	Maximum ETC (incl. GST)			
	12 month plan	24 month plan		
\$29 Plan	\$174	\$348		

## **Our Customer Terms**

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

Mobile Broadband Plans	Maximum ETC (incl. GST)				
	12 month plan	24 month plan			
\$59 Plan	\$354	\$708			
\$89 Plan	\$534	\$1,068			

Tablet Plans	Maximum ETC (incl. GST)				
	12 month plan	24 month plan			
\$19 Plan	\$114	\$228			
\$29 Plan	\$174	\$348			
\$59 Plan	\$354	\$708			
Companion	Maximum I	ETC (incl. GST)			
Tablet Plan \$29 + \$10 Peace of Mind data	12 month plan	24 month plan			
\$39 Plan	\$234	N/A			

12.42 If you have taken up a DPC, any Device Credit you were receiving will end when your Mobile Data Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your Minimum Term

12.43 If you have taken up a 12 or 24 month Mobile Data Plan, at the end of your Minimum Term (as applicable), your service will remain on your selected Mobile Data Plan on a month to month basis. If that Mobile Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Electronic Billing and Payment**

- 12.44 Your Mobile Data Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 12.45 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 12.46 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 12.47 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 13 3G and Next G Video Service

Not available for new sales on and from 25 June 2019

### What is the 3G and Next G Video Service?

- 13.1 Our 3G and Next G Video Service allows you to access a range of services over our 3G and Next G networks with an approved 3G or Next G compatible handset and compatible SIM. These services include:
  - (a) Video calling you can make and receive video calls to and from other 3G or Next G compatible handsets and, on selected 3G and Next G handsets, you may be able to make video calls to registered users of personal computers connected to the internet;
  - (b) Video MessageBank if you have a post-paid service you will automatically receive our Video MessageBank service which will answer calls you receive and do not answer. If you have a pre-paid service you can elect to receive our Video

## Our Customer Terms

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

MessageBank service. Your callers will be able to leave a message for you to access later. See this Part and the Video MessageBank section in Part F Managing Calls of the Telstra Mobile section of Our Customer Terms for further information; (to see these terms – home and family customers <u>click here</u>; business and government customers <u>click here</u>.)

- (c) 3G and Next G data and content services you can access 3G and Next G data and content services through BigPond Mobile Services. See the Part H -BigPond Mobile Services of the Telstra Mobile section of Our Customer Terms further information; (to see these terms – home and family customers <u>click here</u>; business and government customers <u>click here</u>.)
- (d) POP email you can access POP email via your mobile email account. See the Part H - BigPond Mobile Services of the Telstra Mobile section of Our Customer Terms further information. To see these terms – home and family customers <u>click here;</u> business and government customers <u>click here</u>.

Other services that you use with your 3G or Next G handset such as voice calls, text messages (SMS) and picture and video messages (MMS) are covered by the terms of your mobile plan and the terms in the Telstra Mobile section of Our Customer Terms.

### Availability

13.2 You can only use the 3G and Next G Video Service if you are a post-paid customer on a Telstra Mobile Member, Casual or Phone Plan, Telstra 3G and Next G Cap Plan, Telstra 3G Mobile Phone Cap Plan, Telstra Phone or Member Plan Ultimate, Get Connected Plan, communic8 Post-Paid Subscriber Call Plan, Home/Office and Mobile Cap Plan, Telstra Business Talk Plan/Untimed<sup>\*</sup> Plan, Telstra Business Member, Casual or Phone Plan, Telstra Business Premium Mobile Member or Casual Plan, Telstra Business Choice Capped Plans, Telstra BusinessMobile Select Plan, Telstra Next G Cap Plan or any other plan approved by us or if you are a pre-paid customer.

### Handsets and SIMs

- 13.3 You need an approved 3G or Next G compatible handset containing a compatible SIM to access the 3G and Next G Video Service.
- 13.4 We make no promises about the performance or suitability of a non-approved Telstra 3G or Next G handset on our network and we do not make promises about the use of your Telstra approved 3G or Next G compatible handset on another phone company's network.
- 13.5 If you are upgrading from an existing Telstra mobile GSM service, you will be required to replace your old SIM with a new SIM compatible with your new Telstra 3G or Next G

<sup>\*</sup>Pay only the connection fee for voice calls to eligible fixed and Telstra mobile services.

Part B – Old consumer pricing plans that are no longer available for new connections

handset. You may lose any information stored on your old SIM and your previous handset when you upgrade to a 3G or Next G compatible handset.

13.6 You must not activate a pre-paid service with a Telstra 3G SIM. If you do this, we may notify you and require you to return your Telstra 3G SIM within 14 days. If you do not return your Telstra 3G SIM within 14 days, this will be a material breach by you of Our Customer Terms.

### Coverage and handover

- 13.7 You can only access our 3G and Next G Video Service in the 3G and Next G coverage areas supported by your compatible handset.
- 13.8 The coverage area of our 3G and Next G networks is not equal to the coverage area of our GSM network. For the latest coverage information, see <u>Telstra Mobile Networks</u> and <u>Coverage Our Coverage Coverage Maps</u>
- 13.9 Although we use reasonable care and skill in providing the 3G and Next G Video Service, due to the nature of mobile networks, there may be places within our 3G or Next G coverage areas where access to our 3G and Next G Video Services is limited or unavailable, for example in high-rise buildings.
- 13.10 Usually when you receive a text message, your phone will tell you the time you received it, based on the local time of the state you were in at the time the message was received. However, if you receive a text message while in a 3G or Next G coverage area in South Australia, the time you received the text message will be shown in Australian Eastern Standard Time.

#### Use

- 13.11 You must not call or send messages to people if you know or should know that they do not want to receive calls or messages from you.
- 13.12 You are responsible for the calls you make and the messages you send. You must not send messages that are inappropriate or offensive to the person you are sending them to. You must not engage in messaging activity that interferes with or compromises any other person's use of the 3G and Next G Video Service (such as spamming another person).
- 13.13 You must not send content that is owned by another person without their consent.
- 13.14 We may suspend your ability to use the 3G and Next G Video Service if your use of this service adversely impacts the operation of our network and/or other customers' enjoyment of our network. We will tell you before this happens.

## Part B – Old consumer pricing plans that are no longer available for new connections

### Video calling - general

- 13.15 Video calling allows you to receive video calls from other 3G or Next G handsets and to make video calls to other 3G or Next G handsets. If you have a 3G or Next G handset that supports video calling to a personal computer, you will be able to make video calls to registered users of eligible personal computers.
- 13.16 You can use your 3G or Next G handset to make international video calls to 3GSM customers of mobile carriers in selected countries where we have arrangements in place. For a list of these countries see http://www.telstra.com.au/mobile/products/overseas/roamingoutbound.cfm#3g\_roaming.
- 13.17 Unless an international video calling rate has been specified in this Part G Data Services, a video call to an international mobile number is charged at the international call rate, as set out in <u>Part D Other Call Types</u> in the Telstra Mobile section of Our Customer Terms.

### Video calling to another 3G or Next G mobile

- 13.18 To make a video call to a 3G or Next G handset, both you and the person you are calling must be in a 3G or Next G coverage area (as applicable). If the person you are video calling is not in a relevant coverage area or does not have a compatible video phone, the video call will be unsuccessful and you will have the option to make a voice call instead. If the person you are video calling is not answering, is on another call or their phone is switched off, the video call will divert to their Video MessageBank.
- 13.19 If you or the person you have video called move out of a 3G or Next G coverage area (as applicable), your video call will drop out and you will have the option to call the person back with a voice call or move back into a relevant coverage area and make another video call.
- 13.20 When you answer a video call in a 3G or Next G coverage area (as applicable), the caller will be able to see you (or anything that your video camera is pointed at). If you do not want the caller to see you, you can then choose to turn off the video component after you have accepted the video call. However, the caller will still be charged for making a video call. The audio component of the call will default to the mobile phone's loud speaker, but you can use a headset if you want privacy. See your handset manufacturer's user guide for further information.
- 13.21 If you have a 3G handset, you will be able to roam seamlessly between our 3G and our GSM networks whilst making voice calls.

### Video calling to a registered user of a personal computer

13.22 If you have a 3G or Next G handset that supports video calling from a mobile to a personal computer, you can also make video calls to eligible personal computers of users who have registered with Telstra via www.telstra.com/video/pcregistration and are

## Part B – Old consumer pricing plans that are no longer available for new connections

connected to the internet via broadband. We do not recommend making video calls to a personal computer connected via a dial-up service, as the video call quality is extremely poor.

### Video calling charges - general

- 13.23 For all video calls, we will charge you the applicable video call rates set out below for your mobile plan, unless the applicable voice call rates set out below apply to your mobile plan. Our FairPlay Policy applies. Our FairPlay Policy is set out in Part A General of the Telstra Mobile section of Our Customer Terms. To see these terms home and family customers <u>click here</u>; business and government customers <u>click here</u>.
- 13.24 Video calls will be included in the included calls component of your mobile plan (if any) and will be eligible for any voice call bonus options under your plan, unless otherwise specified in your mobile plan.
- 13.25 For all mobile plans other than the Get Connected Plans, Freedom Connect Plans, Freedom Connect BYO Plans, Every Day Connect Plans and Every Day Connect BYO Plans, we will charge you for national video calls in 30 second blocks (or part) plus call connection fee. From 20 March 2011, national video calls on 3G and Next G Cap Plans, Telstra 3G Mobile Phone Cap Plans and Next G Cap Plans will be charged in 60 second blocks (or part) plus call connection fee. From 1 October 2012, national video calls on Telstra Mobile Casual Plans, Telstra Mobile Member Plans and Telstra Mobile Phone Plans will be charged in 60 second blocks (or part) plus call connection fee.

### 2 months Video calling at voice rates offer - consumer

- 13.26 If you connect to Telstra's 3G or Next G network as a new connection on one of the following plans between 7 February 2007 and 30 June 2008 (inclusive), you will be charged for video calls at the rates applicable for voice calls on a per 30 second block basis (for national calls) or a per second block basis (for international calls) for the first two consecutive months that you stay connected to your plan:
  - Telstra Mobile Phone Plans;
  - Telstra Mobile Casual Plans and Member Plans;
  - Telstra 3G and Next G Cap Plans;
  - Home and Mobile Cap Plans;
  - communic8 Post-Paid Subscriber Call Plans; and
  - any other approved plan nominated by Telstra.

This offer is available if you are upgrading from a 2GSM service to a 3G or Next G service but is not available if you are upgrading or changing between existing Next G or

Part B – Old consumer pricing plans that are no longer available for new connections

3G services. At the end of the first two consecutive months, all video calls will be charged at the applicable video calling rate for your mobile plan as set out below.

Our FairPlay Policy applies. Our FairPlay Policy is set out in Part A - General of the Telstra Mobile section of Our Customer Terms. To see these terms – home and family customers <u>click here</u>; business and government customers <u>click here</u>.

#### Video calling at voice rates offer – business

- 13.27 The following plans will be charged for video calls at the rates applicable for voice calls from 6 October 2006 to 31 January 2007 on a per 30 second block basis:
  - Telstra Business Phone Plans;
  - Telstra Business Casual and Member Plans;
  - Telstra Business Choice Capped Plans;
  - Telstra 3G Mobile Phone Cap Plans (Business); and
  - Telstra 3G and Next G Cap Plans (Business).
- 13.28 The following plans will be charged for video calls at the rates applicable for voice calls from 3 November 2006 to 31 January 2007 on a per minute block basis:
  - Telstra Business Talk Plans; and
  - Telstra Business Untimed<sup>\*</sup> Plans.
- 13.29 The following plans will be charged for video calls at the rates applicable for voice calls to 31 January 2007 on a per 30 second block basis:
  - Telstra Business Premium Mobile Plans.
- 13.30 The following plans will be charged for video calls at the rates applicable for voice calls to 1 July 2007 on a per 30 second block basis:
  - Corporate Net Rate Plans;
  - Corporate Rate Plans;
  - Telstra Corporate Plans;

<sup>\*</sup>Pay only the connection fee for voice calls to eligible fixed and Telstra mobile services.

# Part B – Old consumer pricing plans that are no longer available for new connections

- Telstra Government Plans; and
- Telstra Government Plus Plans.
- 13.31 Unless you are connected to a Corporate Net Rate Plan, Corporate Rate Plan, Telstra Corporate Plan, Telstra Government Plan or Telstra Government Plus Plan, all video calls on and from 1 February 2007 will be charged at the applicable video calling rate for your mobile plan as set out below.
- 13.32 If you are connected to a Corporate Net Rate Plan, Corporate Rate Plan, Telstra Corporate Plan, Telstra Government Plan or Telstra Government Plus Plan, all video calls on and from 2 July will be charged at the applicable video calling rate for your mobile plan as set out below.
- 13.33 Our FairPlay Policy applies. Our FairPlay Policy is set out in Part A General of the Telstra Mobile section of Our Customer Terms. To see these terms home and family customers <u>click here</u>; business and government customers <u>click here</u>.

### Video calling charges - consumer

13.34 If you connected to one of the following plans, we charge you the following video call charges.

	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		Call connection fee for video calls to an international mobile number		Standard charge for video calls to an international mobile number – per 30 seconds (charged per second block or part thereof)	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Mobile Phone Plans (national video calls charged per 60 second block or part thereof)##	24.55¢	27¢	\$1.00 <sup>#</sup> #	\$1.10##	40¢	44¢	68.18¢	75¢
Telstra Mobile Casual & Member Plans (national video calls charged per 60 second block or part thereof)##	24.55¢	27¢	\$1.00 <sup>#</sup> #	\$1.10##	40¢	44¢	68.18¢	75¢

## **Our Customer Terms**

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		Call connection fee for video calls to an international mobile number		Standard charge for video calls to an international mobile number – per 30 seconds (charged per second block or part thereof)	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Phone Plan Ultimate & Member Plan Ultimate	24.55¢	27¢	50¢	55¢	40¢	44¢	68.18¢	75¢
communic8 post-paid Subscriber Call Plans	24.55¢	27¢	50¢	55¢	40¢	44¢	68.18¢	75¢
Telstra 3G \$49 Mobile Phone Cap Plan (national video calls charged per 60 second block or part thereof)*	33.64¢	37¢	\$1.27 *	\$1.40*	40¢	44¢	68.18¢	75¢
Telstra 3G \$79 Mobile Phone Cap Plan (national video calls charged per 60 second block or part thereof)*	33.64¢	37¢	\$1.00 *	\$1.10*	40¢	44¢	68.18¢	75¢
Home and Mobile Cap Plan (\$20 Mobile Package Plan)	29.09¢	32¢	50¢	55¢	40¢	44¢	68.18¢	75¢
Home/Office and Mobile Cap Plan (\$30 Mobile Package Plan)	24.55¢	27¢	50¢	55¢	40¢	44¢	68.18¢	75¢
Telstra Next G Cap Plans (national video calls charged per 60 second block or part thereof)*	24.55c	27c	\$1.00 *	\$1.10*	40c	44c	68.18c	75c

## **Our Customer Terms**

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

\* Calls charged in 30 second blocks (or part) until 20 March 2011

## Calls charged in 30 second blocks (or part) until 30 September 2012

### Video calling charges - Get Connected Phone Plans

13.35 If you are connected to a Get Connected Phone Plan, we charge you the following video call charges:

Get Connected Phone Plans	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to a 3G or Next G Telstra mobile number in Australia - at all times - per 1 minute block or part thereof		Standard cha video calls to Telstra mobil Australia or F times - per 1 or part thereo	a 3G non- e number in PC - at all minute block
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
23	31.81¢	35¢	22.72¢	25¢	49.09¢	54¢
40	31.81¢	35¢	13.63¢	15¢	49.09¢	54¢
55	31.81¢	35¢	9.09¢	10¢	49.09¢	54¢

13.36 If you are connected to a Get Connected Phone Plan, video calls to an international mobile number are charged at the international call rates set out in Part D - Other Call Types in the Telstra Mobile section of Our Customer Terms.

### Video calling charges - Get Connected Member Plans

13.37 If you are connected to a Get Connected Member Plan, we charge you the following video call charges.

Get Connected Member Plans	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for vid calls to a 3G or Next G Telstra mobile number i Australia - at all times - per 1 minute block or pa thereof		Standard cha video calls to Telstra mobil Australia or F times - per 1 or part thereo	a 3G non- e number in PC - at all minute block
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
12	31.81¢	35¢	22.72¢	25¢	49.09¢	54¢
25	31.81¢	35¢	13.63¢	15¢	49.09¢	54¢
40	31.81¢	35¢	9.09¢	10¢	49.09¢	54¢

Part B – Old consumer pricing plans that are no longer available for new connections

13.38 If you are connected to a Get Connected Member Plan, video calls to an international mobile number are charged at the international call rates set out in <u>Part D – Other Call</u> <u>Types</u> in the Telstra Mobile section of Our Customer Terms.

### Video calling charges - Telstra 3G and Next G Cap Plans

13.39 If you are connected to a Telstra 3G and Next G Cap Plan (Consumer), we charge you the following video call charges.

	Call con fee for c 3G or Ne handset Australia	alls to a ext G in	Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times - per 60 second block or part thereof*		Call connection fee for video calls to an international mobile number		Standard charge for video calls to an inter- national mobile number – per 30 seconds (charged per second block or part thereof)	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
3G Cap Plan 49	33.64¢	37¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢
3G Cap Plan 79	33.64¢	37¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢
3G Cap Plan 99	24.55 <b>¢</b>	27¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢
3G Cap Plan 129	24.55 <b>¢</b>	27¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢

\* Calls charged in 30 second blocks (or part) until 20 March 2011

### Video calling charges - Telstra 3G and Next G Cap Plans (Business)

13.40 If you are connected to a Telstra 3G and Next G Cap Plan (Business), we charge you the following video call charges.

		fee for calls to a ndset in Australia	Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl	GST incl	GST excl	GST incl	
3G Cap Plan 49	31.82¢	35¢	54.55¢	60¢	
3G Cap Plan 79	31.82¢	35¢	45.46¢	50¢	

## Our Customer Terms

## **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

		fee for calls to a ndset in Australia	Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl	GST incl	GST excl	GST incl	
3G Cap Plan 99	22.72¢	25¢	45.46¢	50¢	
3G Cap Plan 129	22.72¢	25¢	36.36¢	40¢	

### Video calling charges - Telstra Business Phone Plan

13.41 If you are connected to a Telstra Business Phone Plan, we charge you the following video call charges.

Telstra Business Phone Plan	Call connection f Australian 3G or in Australia or PC	Next G handset	Standard charge for video calls to an Australian 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl	GST incl	GST excl	GST incl	
30	18.18¢	20¢	50¢	55¢	
40	18.18¢	20¢	45.46¢	50¢	
60	18.18¢	20¢	40.91¢	45¢	
80	16.36¢	18¢	36.36¢	40¢	
100	16.36¢	18¢	31.82¢	35¢	
150	16.36¢	18¢	30¢	33¢	
250	16.36¢	18¢	29.09¢	32¢	
350	16.36¢	18¢	28.18¢	31¢	
500	16.36¢	18¢	27.27¢	30¢	

### Video calling charges - Telstra Business Casual Plans and Member Plans

13.42 If you are connected to a Telstra Business Casual Plan or Telstra Business Member Plan, we charge you the following video call charges.

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Business Casual and Member Plans	Call connection f Australian 3G or in Australia or PC	Next G handset	Standard charge for video calls to an Australian 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl	GST incl	GST excl	GST incl	
20	18.18¢	20¢	68.18¢	75¢	
30	18.18¢	20¢	48.18¢	53¢	
40	18.18¢	20¢	45.46¢	50¢	
60	18.18¢	20¢	40¢	44¢	
80	16.36¢	18¢	36.36¢	40¢	
100	16.36¢	18¢	31.82¢	35¢	
150	16.36¢	18¢	30¢	33¢	
250	16.36¢	18¢	29.09¢	32¢	
350	16.36¢	18¢	28.18¢	31¢	
500	16.36¢	18¢	27.27¢	30¢	

## Video calling charges - Telstra Business Talk Plans/Telstra Business Untimed\* Plans and Telstra BusinessMobile Select Plans

13.43 If you are connected to a Telstra Business Talk Member/Phone Plan and Telstra Business Untimed\* Member/Phone Plan or Telstra BusinesMobile Select Plan, we charge you the following video call charges.

	Call connection fee for calls to an Australian 3G or Next G handset in Australia or PC	Standard charge for video calls to an Australian 3G or Next G handset in Australia or PC - at all times - per minute block or part thereof	
		GST excl GST incl	
Telstra Business Talk Plans/Telstra Business Untimed* Plans or Telstra BusinessMobile Select Plans	The connection fee you will be charged depends on the number of active Telstra mobile services you have connected to your Telstra Business Talk Plan/Telstra Business Untimed* Plan account at any one time. <u>Click here</u> for details.	40.91¢	45¢

## Part B – Old consumer pricing plans that are no longer available for new connections

\*Pay only the connection fee for voice calls to eligible fixed and Telstra mobile services.

### Video calling charges – Blackberry Voice Plan

13.44 If you are connected to the Blackberry Voice Plan, we charge you the following video call charges.

Blackberry Voice Plan	Call connection f 3G or Next G han or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl GST incl		GST excl	GST incl	
	22.72¢	25¢	50¢	55¢	

### Video calling charges - Telstra Mobile Broadband (Telstra Data Default Voice Plans)

13.45 If you are a Telstra Mobile Broadband customer with a PC Pack, your PC Pack connection includes connection to a Telstra Data Default Voice Plan. We will charge you the following video call charges.

Telstra Data Default Voice Plans	Call connection for 3G or Next G han or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl GST incl		GST excl	GST incl	
	22.72¢	25c	50¢	55¢	

### Video calling charges - Telstra Corporate Net Rate Plans

13.46 If you are connected to a Telstra Corporate Net Rate Plan, we charge you the following video call charges.

Telstra Corporate Net Rate Plans	Call connection fe 3G or Next G hand or PC		a 3G or Next G h	at all times - per
	GST excl	GST incl	GST excl	GST incl
10	13.64¢	15¢	28.18¢	31¢
40	13.64¢	15¢	25.45¢	28¢
70	13.64¢	15¢	24.55¢	27¢

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Corporate Net Rate Plans	Call connection fe 3G or Next G hand or PC		a 3G or Next G h	- at all times - per
	GST excl	GST incl	GST excl	GST incl
100	13.64¢	15¢	22.73¢	25¢
150	13.64¢ <b>15¢</b>		21.82¢	24¢
250	13.64¢ <b>15¢</b>		21.82¢	24¢
500	13.64¢	15¢	21.82¢	24¢

### Video calling charges - Telstra Corporate Rate Plans

13.47 If you are connected to a Telstra Corporate Rate Plan, we charge you the following video call charges:

Telstra Corporate Rate Plan	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl	GST incl	GST excl	GST incl	
	14.55¢	16¢	28.18¢	31¢	

### Video calling charges - Telstra Corporate Plans

13.48 If you are connected to a Telstra Corporate Plan, we charge you the following video call charges:

Telstra Corporate Plan	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
	GST excl GST incl		GST excl	GST incl	
	13.64¢	15¢	20¢	22¢	

Video calling charges - Telstra Government Plans and Telstra Government Plans Plus

13.49 If you are connected to a Telstra Government Plan, we charge you the following video call charges:

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Government Plans	Call connection fe 3G or Next G hand or PC		a 3G or Next G h	- at all times - per
	GST excl	GST incl	GST excl	GST incl
0	13.64¢	15¢	15.27¢	17¢
5	13.64¢	15¢	15.27¢	17¢
10	13.64¢	15¢	15.27¢	17¢
40	13.64¢	15¢	15.27¢	17¢
70	13.64¢ <b>15¢</b>		15.27¢	17¢
100	13.64¢ <b>15¢</b>		15.27¢	17¢
150	13.64¢	15¢	15.27¢	17¢

### Video calling charges - Telstra Business Premium Mobile Member Plans

13.50 If you are connected to a Telstra Business Premium Mobile Member Plan, we charge you the following video call charges:

Tier	Telstra Business Premium Mobile Member Plan	Call connection a 3G or Next G I Australia or PC		Standard char calls to a 3G o handset in Au at all times - p block or part t	r Next G stralia or PC - er 30 second
		GST excl	GST incl	GST excl	GST incl
1 (5-19	10	17.27¢	19¢	34.36¢	38¢
services)	30	17.27¢	19¢	31.82¢	35¢
	50	17.27¢	19¢	29.27¢	32¢
	70	17.27¢	19¢	26.73¢	29¢
	100	17.27¢	19¢	24.18¢	27¢
	150	17.27¢	19¢	22.91¢	25¢
	250	17.27¢	19¢	21.64¢	24¢
2	10	15.45¢	17¢	31.82	35¢

## Our Customer Terms

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

Tier	Telstra Business Premium Mobile Member Plan	Call connection a 3G or Next G I Australia or PC		Standard char calls to a 3G o handset in Au at all times - p block or part t	r Next G stralia or PC - er 30 second
		GST excl	GST incl	GST excl	GST incl
(20-39 services)	30	15.45¢	17¢	28.00¢	31¢
services)	50	15.45¢	17¢	26.73¢	29¢
	70	15.45¢	17¢	24.18¢	27¢
-	100	15.45¢	17¢	21.64¢	24¢
	150	15.45¢	17¢	20.36¢	22¢
	250	15.45¢	17¢	19.09¢	21¢
3 (40 or	10	12.73¢	14¢	28.00¢	31¢
more	30	12.73¢	14¢	25.45¢	28¢
services)	50	12.73¢	14¢	22.91¢	25¢
-	70	12.73¢	14¢	20.36¢	22¢
	100	12.73¢	14¢	16.55¢	18¢
	150	12.73¢	14¢	15.27¢	17¢
	250	12.73¢	14¢	12.73¢	14¢

Video calling charges - Telstra Business Premium Mobile Casual Plans

13.51 If you are connected to a Telstra Business Premium Mobile Casual Plan, we charge you the following video call charges:

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

Tier	Telstra Business Premium Mobile Causal Plan	Call connection a 3G or Next G I Australia or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block or part thereof		
		GST excl GST incl G		GST excl	GST incl	
1	30	17.27¢	19¢	39.45¢	43¢	
(5-19 services)	50	17.27¢	19¢	39.45¢	43¢	
services)	70	17.27¢	19¢	39.45¢	43¢	
	100	17.27¢	19¢	39.45¢	43¢	
	150	17.27¢	19¢	39.45¢	43¢	
	250	17.27¢	19¢	39.45¢	43¢	
2	30	15.45¢	17¢	36.91¢	41¢	
(20-39 services)	50	15.45¢	17¢	36.91¢	41¢	
Services)	70	15.45¢	17¢	36.91¢	41¢	
	100	15.45¢	17¢	36.91¢	41¢	
	150	15.45¢	17¢	36.91¢	41¢	
	250	15.45¢	17¢	36.91¢	41¢	
3	30	12.73¢	14¢	33.09¢	36¢	
(40 or more services)	50	12.73¢	14¢	33.09¢	36¢	
services)	70	12.73¢	14¢	33.09¢	36¢	
	100	12.73¢	14¢	33.09¢	36¢	
	150	12.73¢	14¢	33.09¢	36¢	
	250	12.73¢	14¢	33.09¢	36¢	

### Video calling charges - Telstra Business Choice Capped Plans

13.52 If you are connected to a Telstra Business Choice Capped Plan, we charge you the following video call charges:

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Business Choice Capped Plans	Call connection fe 3G or Next G hand or PC		Standard charge for video calls to a 3G or Next G handset in Australia or PC - at all times - per 30 second block, or part thereof		
	GST excl	GST incl	GST excl	GST incl	
49 Cap (Member Plan Only)	22.7272¢	25¢	36.3636¢	40¢	
79 Cap (Member Plan Only)	22.7272¢	25¢	36.3636¢	40¢	
99 Cap	22.7272¢	25¢	31.8181¢	35¢	
129 Cap	22.7272¢	25¢	31.8181¢	35¢	
169 Cap	22.7272¢	25¢	31.8181¢	35¢	
199 Cap	22.7272¢	25¢	31.8181¢	35¢	

### Video calling charges - Telstra Freedom Connect plans

13.53 If you are connected to a Freedom Connect Plan, we charge you the following video call charges.

Freedom Connect Plans	Call connection a 3G or Next G I Australia or PC		Standard charge for video calls to a 3G or Next G mobile number in Australia - at all times - per 1 minute block or part thereof		
	GST excl GST incl		GST excl	GST incl	
29	31.8181¢	35¢	81.8181¢	90¢	
49	31.8181¢	35¢	81.8181¢	90¢	
59	31.8181¢	35¢	81.8181¢	90¢	
79	31.8181¢	35¢	81.8181¢	90¢	
99	31.8181¢	35¢	81.8181¢	90¢	
129	Unlimited	Unlimited	Unlimited	Unlimited	

13.54 If you are connected to a Freedom Connect BYO Plan, we charge you the following video call charges.

# Part B – Old consumer pricing plans that are no longer available for new connections

Freedom Connect BYO Plans	Call connection a 3G or Next G I Australia or PC		Standard charge for video calls to a 3G or Next G mobile number in Australia - at all times - per 1 minute block or part thereof		
	GST excl GST incl		GST excl	GST incl	
29	31.8181¢	35¢	81.8181¢	90¢	
49	31.8181¢	35¢	81.8181¢	90¢	
59	31.8181¢	35¢	81.8181¢	90¢	
79	31.8181¢	35¢	81.8181¢	90¢	
99	Unlimited	Unlimited	Unlimited	Unlimited	

### Video calling charges - Telstra Every Day Connect plans

13.55 If you are connected to an Every Day Connect Plan, we charge you the following video call charges.

Every Day Connect Plans	Call connection a Next G handse or PC		Standard charge for video calls to a Next G mobile number in Australia - at all times - per 1 minute block or part thereof		
	GST excl GST incl		GST excl	GST incl	
40	36.3637¢	40¢	90¢	99¢	
60	36.3637¢	40¢	90¢	99¢	
80	36.3637¢	40¢	90¢	99¢	
100	36.3637¢	40¢	90¢	99¢	
130	Unlimited	Unlimited	Unlimited	Unlimited	

13.56 If you are connected to an Every Day Connect BYO Plan, we charge you the following video call charges.

# Part B – Old consumer pricing plans that are no longer available for new connections

Every Day Connect BYO Plans	Call connection a 3G or Next G I Australia or PC		Standard charge for video calls to a 3G or Next G mobile number in Australia - at all times - per 1 minute block or part thereof		
	GST excl GST incl (		GST excl	GST incl	
35	36.3637¢	40¢	90¢	99¢	
50	36.3637¢	40¢	90¢	99¢	
60	36.3637¢	40¢	90¢	99¢	
80	36.3637¢	40¢	90¢	99¢	
100	Unlimited	Unlimited	Unlimited	Unlimited	

Video calling charges – Telstra Pre-Paid services

13.57 If you are connected to a Telstra Pre-Paid service, we charge you the following video call charges.

	Call connection fee for calls to a 3G or Next G handset in Australia or PC		Standard charge for video calls to 3G or Next G handset in Australia or PC - at all times		Call connection fee for video calls to an international mobile number		Standard charge for video calls to an international mobile number – per 30 seconds (charged per second block or part thereof)	
	GST excl	GST excl GST incl		GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Pre-Paid offers (national video calls charged per 60 second block or part thereof)	35.45¢	39¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢

### Incompatible services

13.58 You will be unable to send or receive faxes or use a fax mailbox with a 3G or Next G Video Service. You will be unable to receive Call Select with a 3G Video Service.

### Part B – Old consumer pricing plans that are no longer available for new connections

### International roaming

- 13.59 If you have a post-paid service, you can use your compatible device to make and receive video calls while roaming overseas if:
  - (a) we have established roaming that supports video calling with a roaming partner in the country you are trying to make and receive a video call;
  - (b) video calling roaming is supported by that roaming partner;
  - (c) your device is able to connect to the network of our roaming partner in that country; and
  - (d) the handset of the person you are trying to video call supports video calling services.

You should note that 3G international roaming video calling is not available in all countries.

#### **Data speeds**

13.60 The speed at which you send data will generally be lower than the speed at which you receive data.

#### Barring

13.61 If you have a post-paid service, you can bar your service from accessing our 3G and Next G Video Service. If you do this and someone tries to video call you, their video call will fail and they will be asked to make a voice call instead. Please refer to your Telstra user guide for details or contact us on 125 111.

### Marketing other services to you

13.62 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.

### 14 Telstra Mobile Broadband General Terms

#### Not available for new sales on and from 25 June 2019

#### What is Telstra Mobile Broadband?

14.1 The Telstra Mobile Broadband service allows you to use a Telstra mobile broadband device approved by us in connection with the Telstra Mobile Broadband service ("**Capable Device**") to access data over Telstra's Next G® network. A Capable Device

### Part B – Old consumer pricing plans that are no longer available for new connections

includes a Telstra certified USB, a 3G or 4G enabled tablet or laptop, Telstra Mobile Wi-Fi or gateway device.

- 14.2 This clause applies to you if you access the Telstra Mobile Broadband service under these terms.
- 14.3 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 14.4 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.
- 14.5 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 14.6 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

### Coverage and handover between networks

- 14.7 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <u>www.telstra.com/mobilebbcoverage</u>.
- 14.8 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because the Next G network (which includes 3G, 4G and GPRS network technology) is a radio network you may experience drop-outs from time to time. If your Capable Device is a Telstra certified USB, you may be able to use your Telstra certified USB's Connection Manager function to ascertain which network technology your device is connected to. For other Capable Devices, the display screen on the Capable Device will indicate which network technology your device is connected to.
- 14.9 A Capable Device will automatically switch between 4G (if it is 4G compatible) and 3G or GPRS network technologies and maintain your connection during data transfers where a minimum of 3G coverage is available and suitable radio conditions exist.

#### Usage of Next G network and devices

- 14.10 A Capable Device will access data over the Telstra Next G network (in the case of a Telstra Mobile Broadband 4G device, your device will be able to access Telstra 4G network technology, when in 4G coverage areas). A Capable Device is required to access the Next G network with a minimum specification of 3G 850 MHz or 4G 700MHz, 1800 MHz or 2600MHz band.
- 14.11 For optimum performance on our Next G network, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

laptop PC (such as a USB modem), to connect another Wi-Fi device (such as Telstra Mobile Wi-Fi) or without a laptop PC (such as a 3G enabled tablet). We are unable to provide support for Capable Devices used in other customer equipment. You may not remove the SIM from a Capable Device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your Capable Device to resume data access.

- 14.12 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at <u>www.telstra.com</u>). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 14.13 If you buy a Capable Device from us, your Capable Device is programmed to operate only on the Telstra Next G network. If you wish to use your Capable Device with a non Telstra SIM card we may charge a network unlocking fee of \$27.50 to unlock your Capable Device.
- 14.14 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.

- 14.15 Telstra Mobile Broadband 4G devices (excluding the Telstra Mobile Wi-Fi 4G device) are not compatible with sending or receiving SMS messages, unless we advise you otherwise. The Telstra Mobile Wi-Fi 4G device can receive SMS only.
- 14.16 You will not be able to use our 2G networks or 2G networks overseas with a Telstra Mobile Broadband 4G device, unless we advise you otherwise.
- 14.17 When you connect a Telstra Mobile Broadband 4G device, a network data session will immediately commence. When you disconnect a Telstra Mobile Broadband 4G device, the network data session may continue to download a small amount of data ("Spurious Traffic") and charges may apply. To ensure you are not charged for Spurious Traffic, you must physically remove the Telstra Mobile Broadband 4G device from your equipment after use.

### Eligible Data Usage

14.18 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for any of the below services:

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## Part B – Old consumer pricing plans that are no longer available for new connections

- traditional voice and messaging services which use circuit switched technology including Voice calls and MessageBank, Video and Video MessageBank, BlackBerry, SMS (including Premium SMS) and MMS; or
- (b) any content subscription or Value Added Services including FOXTEL by Mobile; or
- (c) International Roaming.

Standard charges will apply for use of these services.

### International roaming

### 14.19

International Roaming services are currently available with a compatible Telstra mobile Broadband.

For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms

(To see these terms -business and government customers click here.)

### 15 Telstra Mobile Broadband - Share Plans

#### Not available for new sales on and from 25 June 2019

- 15.1 You can access the Telstra Mobile Broadband service by taking up a Telstra Mobile Broadband Share Plan (**Share Plan**). Share Plans allow you to share included data allowances between eligible services on the same account.
- 15.2 On and from 12 May 2015, Share Plans are available by invitation only.
- 15.3 Clause 14 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.

### Share Plans

- 15.4 There are two types of Share Plans:
  - (a) 12 or 24 month Share Plans (Share Plans); and
  - (b) Monthly Share Casual Plans (Share Casual Plans).
- 15.5 You may take up a Share Plan as a BYO Plan (if you acquire only a SIM) or a MRO Plan (if you acquire a Capable Device subject to a Mobile Repayment Option (MRO) as per the terms and conditions as set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>).

### Data Use

15.6 You may use the monthly kilobytes included in your Share Plan to access data in Australia over our Next G® network (which includes access to 4G service if you are using a Telstra Mobile Broadband 4G device, when in 4G coverage areas).

### Telstra Data Default Voice Plan

15.7 Share Plans are only available with a default Telstra Data Default Voice Plan and the voice call and SMS rates set out in the charging tables below will apply. The terms and conditions that apply to the Telstra Data Default Voice Plan are set out in clause **Error! R** eference source not found.

#### **Sharing Data**

- 15.8 Share Plans allow you to share the monthly included data allowance between the following eligible services on the same account:
  - (a) Telstra Business Telstra Business Fleet Connect Plans (excluding \$10 Fleet Plans) and Business Mobile Advantage Plans on the same account as a Telstra Mobile Broadband Business Share Plan;
  - (b) Telstra Mobile Broadband Business Share Plans connected on or after 2 August 2011;
  - (c) Easy Share Business Plans;
  - (d) Easy Share Business SIM plans;
  - (e) Easy Share Data Share SIMs; and
  - (f) Business Performance Plans with a Data Share SIM attached.

#### (Eligible Services).

- 15.9 The monthly data allowance of all Eligible Services will contribute to a monthly shared data allowance available on your account (**Shared Data Allowance**). The Shared Data Allowance can only be used by Eligible Services on the same account. Any unused Shared Data Allowance will expire each month.
- 15.10 If we believe on reasonable grounds that any included data allowance available under a Share Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a Share Plan. We will tell you if this happens.
- 15.11 This table sets out what will happen to your Shared Data Allowance if you make a change to an Eligible Service in between billing cycles.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

If an Eligible Service is	
Cancelled	Any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.
Added	A full month's data allowance for the Eligible Service will be added to your Shared Data Allowance for the month (it will not be pro- rated).
Moved to another account	The total data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Share Plan account.
	If the data used by the Eligible Service is greater than the data contributed, the maximum data removed from the Shared Data Allowance of the original Share Plan account will be data used by the Eligible Service.
	If the data used by the Eligible Service is less than the data contributed, then only the data used will be deducted from the Shared Data Allowance of the original Share Plan account for the applicable month.
	If the Eligible Service is moved to an account with another Share Plan on that account and there is an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the Shared Data Allowance on the new Share Plan account and can be used by all Eligible Services connected to that account (it will not be pro-rated).

### Share Plan charges

- 15.12 You must pay us:
  - (a) the Monthly Service Fee for your selected Share Plan;
  - (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance and any charges for your mobile voice plan);
  - (c) for data you use in excess of your Shared Data Allowance, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) (Excess Cap). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period.

## Part B – Old consumer pricing plans that are no longer available for new connections

Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 11.15 - 11.16 below for more information on Peace of Mind data; and

- (d) any applicable early termination charge (ETC) as set out in clause 25.17; and
- (e) any applicable MRO charges or repayments.
- 15.13 Each Share Plan and all services related to the Share Plan will be billed on a Single Bill.

#### **Pro-rata on connection**

15.14 At the time your new Share Plan is connected you will receive the full amount of your Shared Data Allowance for your Share Plan. Your Monthly Service Fee will be pro-rated based on when your Share Plan was connected.

### Peace of Mind data

- 15.15 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 15.16 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### Changing your Share Plan

15.17 We may allow you to change your Monthly Service Fee or move to another Share Plan or Business Plan during your minimum term. If we do, the terms in the table below will

# Part B – Old consumer pricing plans that are no longer available for new connections

apply. If you move a service from a Share Plan to a non-Share Plan that service will no longer contribute to your Shared Data Allowance.

Current Plan: Share Plan New Plan: Business or Share Plan with the same minimum term						
If your New Plan has a higher Monthly Service Fee	You will not need to restart your minimum term. You can also move back to your original plan value without paying an early termination charge.					
If your New Plan has a lower Monthly Service Fee	You will need to restart your minimum term and, if you have more than 60 days remaining in your contract term, you will also need to pay a \$50 Administration Fee and an early termination charge.					
Current Plan: Share Plan (24 months) New Plan: Business Plan (12 months) or Share Plan (12 months)						
your contract term, you will als	ainimum term and, if you have more than 60 days remaining in so need to pay an early termination charge and a \$50 ance of your MRO charge (if applicable).					
Current Plan: Share Plan (12 New Plan: Business Plan (24	2 months) months) or Share Plan (24 months)					
your contract term, you will als	ainimum term and, if you have more than 60 days remaining in so need to pay an early termination charge and a \$50 ance of your MRO charge (if applicable).					
Current Plan: Share Plan New Plan: Monthly Business	Casual Plan or Monthly Share Casual Plan					
If your New Plan has a higher Monthly Service Fee	You will need to pay an early termination charge.					
If your New Plan has a lower Monthly Service Fee	You will need to pay an early termination charge and a \$50 Administration Fee.					
	Current Plan: Standard Plan New Plan: Business Plan or Share Plan					
If your New Plan has a higher Monthly Service Fee						
If your New Plan has a lower Monthly Service Fee	You will need to restart your minimum term and pay an early termination charge and a \$50 Administration Fee.					

Part B – Old consumer pricing plans that are no longer available for new connections

### **Cancelling your Share Plan**

- 15.18 You may cancel your Share Plan at any time and your Monthly Service Fee will be prorated based on the number of days remaining in that month..
- 15.19 However, if during your contract term, you terminate your Share Plan other than as a result of our material breach or we deactivate your Share Plan for a material breach by you we may charge you an ETC, calculated as follows:

ETC	=	Monthly Service Fee	х	Number of months (or part)	х	50%
		for your Share Plan		remaining in your minimum term		

The maximum ETC amounts for the Share Plans (GST Inclusive) are set out in the table below:

Plan	12 months	24 months		
\$30 Share Plan (1GB)	\$180.00	\$360.00		
\$45 Share Plan (5GB)	\$270.00	\$540.00		
\$65 Share Plan (8GB)	\$390.00	\$780.00		
\$120 Share Plan (15GB)	\$720.00	1440.00		

- 15.20 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 15.21 You are not required to pay an ETC if you are on a Share Casual Plan.

#### Free Intra-account calls

- 15.22 If you are connected to a Share Plan with a Telstra Data Default Voice Plan and have a Capable Device with voice capability, you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband Business or Mobile services on the same account as your Share Plan.
- 15.23 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in <u>Part A -</u> <u>General of the Telstra Mobile Section of Our Customer Terms</u>.

### **Share Data Packs**

- 15.24 A Telstra Mobile Broadband Share Data Pack (**Share Data Pack**) allows you to increase the Shared Data Allowance of your Share Plan at any time.
- 15.25 You are not eligible to add a Share Data Pack to your service if you do not have a Capable Device or do not have a Share Plan introduced on or after 16 September 2014 provided that you have not switched your eligible account to the Extra Data charging model.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

Clause **Error! Reference source not found.** below sets out more information about our n ew Extra Data charging model.

- **Additional Data Data Pack Fee (per month) Excess Usage** 1 GB \$15 \$0.03 3 GB \$30 \$0.03 6 GB \$60 \$0.03 10 GB \$100 \$0.03 \$0.03 15GB \$150 25GB \$250 \$0.03
- 15.26 You may choose from the following Share Data Packs:

- 15.27 The Data Pack Fee is in addition to your Monthly Service Fee of your Share Plan. We will continue to add the selected Share Data Pack to your Share Plan and charge you the Data Pack Fee each month until you cancel your Share Data Pack, which you may do at any time.
- 15.28 The Additional Data will be added to the monthly included kilobytes of your Shared Data Allowance. The terms that apply to your Shared Data Allowance apply to the Additional Data.
- 15.29 When you add a Share Data Pack to your Share Plan, you will receive the full amount of Additional Data for the month and your Data Pack Fee will be pro-rated based on the when you added your Share Data Pack to your Shared Plan.

### **Business MRO Bonus**

- 15.30 You may be eligible to receive a MRO bonus on your bill each month (**Business MRO Bonus**) if you:
  - (a) connect to a 24 month Share Plan; and
  - (b) on the same day that you connect to your Share Plan, you purchase an Eligible Capable Device on a MRO as per the terms and conditions as set out in <u>Part C –</u> <u>Special Promotions of the Telstra Mobile Section of Our Customer Terms.</u>
- 15.31 An Eligible Capable Device includes:
  - (a) Telstra USB 4G;
  - (b) Telstra Mobile Wi-Fi 4G;
  - (c) Telstra Gateways;
  - (d) selected tablets that we specify as being eligible Capable Devices from time to time.

- 15.32 If your Share Plan is cancelled or you cancel your MRO, you will no longer be entitled to a Business MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the Business MRO Bonus varies according to the value of your Share Plan and the selected Eligible Capable Device.
- 15.33 At the end of your Share Plan contract term your Business MRO Bonus will expire.
- 15.34 If you increase your Monthly Service Fee your Business MRO Bonus will continue to be calculated according to your original Monthly Service Fee.
- 15.35 Your Business MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus.

#### At the end of your contract term

15.36 At the end of your contract term, your service will remain on your selected Share Plan on a month to month basis. If that Share Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Share Plan, you may terminate that Share Plan by giving us notice and without being charged an ETC.

#### Availability

- 15.37 Share Plans are not compatible with any other Telstra offer, unless specified.
- 15.38 Share Plans are available until withdrawn by us.
- 15.39 For Share Plans, you must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN with telstra.corp, telstra.extranet, telstra.eftpos, telstra.pcextra or telstra.smr.

#### **Suspended Share Plans**

- 15.40 If an Eligible Service connected to a Share Plan is suspended for any reason:
  - (a) we will pro-rate the monthly charge for the Eligible Service and credit the amount on your next bill;
  - (b) we will not pro-rate the Shared Data Allowance attached to the Eligible Service. The unused portion of the Shared Data Allowance will be available for use by the remaining Eligible Services on the same account; and
  - (c) if the Eligible Service remains suspended at the next billing cycle, we will adjust the Shared Data Allowance so that the usage allowance attached to the suspended Eligible Service is no longer included.

### Mobile Data Usage Meter Notices – Share Plans

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

- 15.41 Share Plans can access the Mobile Data Usage Meter (MDUM) services. By default, MDUM usage SMS alerts will be sent to each eligible service on the account via SMS when the MDUM estimates that data usage has reached 50%, 85% or 100% of the individual monthly allowance. To receive a MDUM usage SMS alert your Capable Device must be compatible with receiving SMS. You can change your default MDUM notifications to Email once you register for Telstra Online Services (visit Telstra.com/business/mdum for more info). You can also setup Email alerts to notify the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 50%, 85% or 100%.
- 15.42 Use of the MDUM services is subject to the terms and conditions set out in <u>Part G (Data</u> <u>Services) of the Telstra Mobiles section of Our Customer Terms.</u>

### Charges – Share Plans (for connections on and from 16 September 2014)

Share Member Plan	\$30		\$45		9	65		\$120	
Monthly Service	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST exc	I GST incl	
Fee	\$27.27	\$30.00	\$40.91	\$45.00	\$59.09	\$65.00	\$109.0	9 \$120.0 0	
Monthly included data (calculated per KB)	10	1GB		5GB		8GB		15GB	
Share Casual Plan	\$5	0	Ś	65	\$	685		\$140	
Monthly Service	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST exc	I GST incl	
Fee	\$45.45	\$50.00	\$59.09	\$65.00	\$77.27	\$85.00	\$127.2	7 \$140.0 0	
Monthly included data (calculated per KB)	10	1GB		5GB		8GB		15GB	
Charge for voice c	alls to an Au	ustralian fi	xed or mo	bile numbe	r on Telstra	Data Defa	ult Voice P	lan	
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	
Per 30 second block or part	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢ 42.5¢		38.6¢	42.5¢	
Standard charges for SMS up to 160 characters apply									
Fee fo	r eligible da	ta usage e	exceeding	the monthly	/ included d	lata- all Sh	are Plans		
	GST excl GST incl								

15.43 We charge you the following for Share Plans.

Per MB, charged	2.73¢	3.00¢	
per KB or part			

When calculating data volumes:

(a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and

<sup>(</sup>b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

Charge for voice calls to an Australian fixed or mobile number on a Telstra Data Default Voice Plan		
GST excl.	GST incl.	
22.73¢	25¢	
38.6¢	42.5¢	
	GST excl. 22.73¢	

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

### 16 Go Mobile Data Plans

#### Availability

- 16.1 To be eligible for a Go Mobile Data Plan (**Data Plan**), you need a 13 digit account number.
- 16.2 Data Plans are available until withdrawn by us.
- 16.3 Data Plans are available as casual, 12 or 24-month plans.

#### **Device Options**

- 16.4 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a 24-month Device Payment Contract ("**DPC**").
- 16.5 Data Plans are not available with non-mobile broadband and devices including telemetry devices and mobile phones.
- 16.6 If you have taken up a 24-month Data Plan, you can purchase an eligible device on a DPC, and you may be eligible to receive a monthly credit on your monthly device repayments if you meet the criteria set out in 19.8. The DPC terms and conditions are set out in Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 16.7 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Device Credit for Data Plans**

- 16.8 If you:
  - (a) purchase an eligible device on a 24-month DPC; and
  - (b) your Data Plan and your DPC commence on the same day,

you may receive a credit towards your device repayments ("**Device Credit**") each month for the 24 month term of your Data Plan.

- 16.9 We will tell you the amount of the Device Credit when you take up your Data Plan and eligible DPC.
- 16.10 The monthly device repayments (if any) on your bill are after the Device Credit has been applied.
- 16.11 If you cancel your Data Plan or your DPC, you will no longer be entitled to the Device Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("ETC") for your Data Plan.

### **Accessory Repayment Option**

16.12 You can choose to buy device accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/special-promotions.

#### **Plan options**

16.13 You can choose from the Data Plans set out in the table below.

	Go Mobile DataPlans - Casual, 12 and 24 months		
Minimum monthly charge	\$15	\$35	\$55
Monthly Mobile Data Allowance	1GB	5GB	10GB
	(1.46c/MB)	(0.68c/MB)	(0.54c/MB)
Total minimum cost for casual plans	\$15	\$35	\$55
Total minimum cost for 12 month plans	\$180	\$420	\$660
Total minimum cost for 24 month plans\$3		\$840	\$1,320
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)		

### Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

	Go Mobile DataPlans - Casual, 12 and 24 months
Standard national SMS	25¢/message
Standard video messages to mobiles in Australia	75¢/message
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-</u> <u>terms/home-family/telstra-mobile/sms-messages-and-e-mail</u>
New Tablet Feeling         See Part C – Special Promotions of the Telstra Mobile           of Our Customer Terms.	
Included content         Telstra may include extra content or value add services your plan from time to time. Such extra content or valu services may be available for a limited time	
All for use in Australia (excludes use overseas).	

- 16.14 Your Data Plan doesn't include a SMS allowance. If you send SMS the charges set out in the table above will apply.
- 16.15 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

### What you must pay each month

- 16.16 Each month you must pay us:
  - (a) the minimum monthly charge for your Data Plan;
  - (b) for data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) all usage not eligible to draw from your included allowances (for example calls and SMS);
  - (e) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and
  - (f) any accessory repayments under any ARO.

#### Your Monthly Mobile Data Allowance and Extra Data

16.17 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of eligible services on the same account, including:

- (a) other Go Mobile Data Plans;
- (b) Go Plans (Go Mobile Plans, Go Mobile BYO Plans and Go Mobile Casual Plans);
- (c) Mobile Accelerate Data Share Plans;
- (d) Companion Plans;
- (e) Data Share SIM plans; and
- (f) Everyday Connect Data Share Plans,

("Eligible Services").

- 16.18 The combined mobile data allowance of all Eligible Services on your account is your 'Shared Monthly Data Allowance'.
- 16.19 You acknowledge and agree that any user of an Eligible Service ("Eligible Service User") is able to make certain changes to your account that may affect your Data Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.
- 16.20 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network.
- 16.21 If you use more than your Monthly Mobile Data Allowance, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("**Extra Data**"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("**Excess Cap**"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 12.24 12.25 below for more information on Peace of Mind data.
- 16.22 Any unused Monthly Mobile Data and Extra Data expires each month.
- 16.23 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

### Peace of Mind data

- 16.24 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 16.25 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Data Packs**

- 16.26 If you need more data each month, you can purchase a Data Pack to add to your Data Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia. Data can be shared across Eligible Services on the same account.
- 16.27 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

#### Voice calls and SMS

- 16.28 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 16.29 To access SMS capability, your SIM card must be placed in a SMS capable device. Not all tablet/mobile broadband devices have this functionality.

#### **FairPlay Policy**

16.30 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Go Data Plan.

#### Changing your Data Plan

16.31 If you have a 12 or 24 month plan, we may allow you to change your minimum monthly charge or move to another Data Plan during your minimum term. If we do, the terms in the table below will apply.

Change	Consequence
If you move to another Data Plan with the same minimum	You will not need to restart your minimum term and will not have to pay an early termination charge. You

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence	
term and a higher monthly charge	can also move back to your original plan value without paying an early termination charge.	
If you move to another Data Plan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.	
If you move from a 24-month Data Plan to another Data Plan with a 12-month minimum term or vice versa	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).	

### **Early Termination Charges**

- 16.32 If you have a casual Data Plan, you can cancel your plan at any time without having to pay an early termination charge ("**ETC**") but you must pay any charges up to the point of cancellation.
- 16.33 If you have a 12 or 24 month Data Plan, and at any time before the end of your 12 or 24month term (as applicable) ("**Minimum Term**"):
  - (a) you cancel your Data Plan (other than as a result of our material breach);
  - (b) we cancel your Data Plan in accordance the <u>General Terms for Consumer</u> <u>Customers</u> ; or
  - (c) you change your Data Plan and the table above specifies you will have to pay an ETC,

then you must pay an ETC and any costs incurred up to the point of cancellation.

16.34 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

### Total number of months in the minimum term

16.35 The ETC decreases over the Minimum Term. The maximum ETC for each Data Plan is set out in the table below. Please contact us for the amount of ETC payable.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

Go Mobile Data Plans	Maximum ETC (incl. GST)	
	12 month plan	24 month plan
\$15 Plan	\$90	\$180
\$35 Plan	\$210	\$420
\$55 Plan	\$330	\$660

16.36 If you have taken up a DPC, any Device Credit you were receiving will end when your Data Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your Minimum Term

16.37 If you have taken up a 12 or 24 month Data Plan, at the end of your Minimum Term (as applicable), your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

### **Electronic Billing and Payment**

- 16.38 Your Data Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 16.39 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 16.40 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.

## Part B – Old consumer pricing plans that are no longer available for new connections

16.41 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518* 

### 17 Home Wireless Broadband Plans

### Availability

- 17.1 To be eligible for a Home Wireless Broadband Plan (**HWB Plan**), you need a 13 digit account number.
- 17.2 HWB Plans are available until withdrawn by us.
- 17.3 HWB Plans are available as casual, 12 or 24-month plans.

### **Device Options**

- 17.4 You can bring your own Telstra Mobile Network compatible mobile broadband device or, you can purchase an eligible device from us on a 24-month Device Payment Contract ("**DPC**").
- 17.5 HWB Plans are not available with non-mobile broadband devices including telemetry devices and mobile phones.
- 17.6 If you have taken up a 24-month HWB Plan, you can purchase an eligible device on a DPC, and you may be eligible to a Device Credit if you meet the criteria set out in clause 19.8. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 17.7 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

### **Device Credit for HWB Plans**

- 17.8 If you:
  - (a) purchase an eligible device on a 24-month DPC; and
  - (b) your HWB Plan and your DPC commence on the same day,

you may receive a credit towards your device repayments ("**Device Credit**") each month of your 24 month term of you HWB Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 17.9 We will tell you the amount of the Device Credit when you take up your HWB Plan and eligible DPC.
- 17.10 The monthly device repayments (if any) on your bill are after the Device Credit has been applied.
- 17.11 If you cancel your HWB Plan or your DPC, you will no longer be entitled to the Device Credit and you must pay the balance of any remaining device repayments in addition to any applicable early termination charge ("**ETC**") for your HWB Plan.

### **Accessory Repayment Option**

17.12 You can choose to buy device accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/special-promotions.

### **Plan options**

17.13	You can choose from the Home Wireless Broadband Plans set out in the table below.
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	Home Wireless Broadband Plans – Causal, 12 or 24 month Plans	
Minimum monthly charge	\$105	\$150
Monthly Mobile Data Allowance	25GB (0.41c/MB)	50GB (0.29c/MB)
Total minimum cost for casual plans	\$105	\$150
Total minimum cost for 12 month plans	\$1,260	\$1,800
Total minimum cost for 24 month plans	\$2,520	\$3,600
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)	
Standard national SMS	national SMS 25¢/message	
Standard video messages to mobiles in Australia	75¢/message	
Standard international SMS/MMS	Standard rates apply. <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>	
New Tablet Feeling	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .	

Home Wireless Broadband Plans – Causal, 12 or 24 month P	
Included content Telstra may include extra content or value add services within from time to time. Such extra content or value add services available for a limited time	
All for use in Australia (excludes use overseas).	

- 17.14 Your HWB Plan doesn't include a SMS allowance. If you send SMS the charges set out in the table above will apply.
- 17.15 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

### What you must pay each month

- 17.16 Each month you must pay us:
  - (a) the minimum monthly charge for your HWB Plan;
  - (b) for data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) all usage not eligible to draw from your included allowances (for example calls and SMS);
  - (e) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and
  - (f) any accessory repayments under any ARO.

#### Your Monthly Mobile Data Allowance and Extra Data

- 17.17 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network.
- 17.18 If you use more than your Monthly Mobile Data Allowance, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("**Extra Data**"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("**Excess Cap**"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 13.21 13.22 below for more information on Peace of Mind data.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 17.19 Any unused Monthly Mobile Data Allowance and Extra Data expires each month.
- 17.20 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 17.21 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 17.22 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Data Packs**

- 17.23 If you need more data each month, you can purchase a Data Pack to add to your HWB Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia.Data cannot be shared across with other HWB Plans or other services with shareable data.
- 17.24 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

#### Voice calls and SMS

- 17.25 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 17.26 To access SMS capability, your SIM card must be placed in anSMS capable device. Not all tablet devices have this functionality.

#### **FairPlay Policy**

17.27 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Home Wireless Broadband Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your HWB Plan

17.28 If you have a 12 or 24 month plan, we may allow you to change your minimum monthly charge or move to another HWB Plan during your minimum term. If we do, the terms in the table below will apply.

Change	Consequence	
If you move to another HWB Plan with the same minimum term and a higher monthly charge	You will not need to restart your minimum term and will not have to pay an early termination charge. You can also move back to your original plan value without paying an early termination charge.	
If you move to another HWB Plan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.	
If you move from a 24-month HWB Plan to another HWB Plan with a 12-month minimum term or vice versa	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).	

### Early Termination Charges

- 17.29 If you have a casual HWB Plan, you can cancel your plan at any time without having to pay an early termination charge ("**ETC**") but you must pay any charges up to the point of cancellation.
- 17.30 If you have a 12 or 24 month HWB Plan, and at any time before the end of the 12 or 24month term (as applicable) ("**Minimum Term**"):
  - (a) you cancel your HWB Plan (other than as a result of our material breach);
  - (b) we cancel your HWB Plan in accordance the <u>General Terms for Consumer</u> <u>Customers</u> ; or
  - (c) you change your HWB Plan and the table above specifies you will have to pay an early termination charge,

then you must pay an ETC and any costs incurred up to the point of cancellation.

17.31 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

17.32 The ETC decreases over the Minimum Term. The maximum ETC for each Home Wireless Broadband Plan is set out in the table below. Please contact us for the amount of ETC payable.

Home Wireless Broadband	Maximum ETC (incl. GST)	
Plans	12 month plans	24 month plans
\$105 Plan	\$1,260	\$2,520
\$150 Plan	\$1,800	\$3,600

17.33 If you have taken up a DPC, any Device Credit you were receiving will end when your HWB Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your Minimum Term

17.34 If you have taken up a 12 or 24 month HWB Plan, at the end of your Minimum Term (as applicable), your service will remain on your selected HWB Plan on a month to month basis. If that HWB Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

#### **Electronic Billing and Payment**

- 17.35 Your Home Wireless Broadband Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 17.36 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.

### Part B – Old consumer pricing plans that are no longer available for new connections

- 17.37 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 17.38 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) <sup>®</sup> *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 18 Go Mobile Plans

### Eligibility

- 18.1 To be eligible for a Go Mobile plan (**Go Plan**) on and from 12 May 2015, you must be a new customer or have a 13 digit account number.
- 18.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

### Availability

- 18.3 Go Plans are available until withdrawn by us. If you want to connect your existing Telstra mobile service to a Go Plan, you will need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.
- 18.4 Go Plans are available as a:
  - (a) **24-month handset plan (Go Mobile Plan):** You must purchase an eligible handset on a 24-month Device Payment Contract ("**DPC**").
  - (b) **12 or 24-month BYO Plan (Go Mobile BYO Plan):** You bring your own compatible handset or purchase a compatible handset from us.
  - (c) Month to Month Casual Plan (Go Mobile Casual Plan): You bring your own compatible handset or purchase a compatible handset from us.

#### **Device Options**

- 18.5 If you have taken up a Go Mobile Plan, you must purchase an eligible device on a DPC, and you may be eligible to a Device Plan Credit if you meet the criteria set out in clause 19.8. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 18.6 If you have taken up a Go Mobile BYO Plan or Go Mobile Casual Plan, you need to bring your own (BYO) or purchase a Telstra Mobile Network compatible handset. To ensure

you get the best possible experience on the Telstra Mobile Network, be sure to check that your handset supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.

18.7 You can also take up a DPC on a device if you take up a Go Mobile BYO Plan or Go Mobile Casual Plan, but you will not receive a Device Plan Credit.

### **Device Plan Credit for Go Mobile Plans**

- 18.8 If you:
  - (a) purchase an eligible device on a 24-month DPC; and
  - (b) your Go Mobile Plan and your DPC commence on the same day,

you may receive a credit towards your plan repayments ("**Device Plan Credit**") each month for the minimum term of your Go Mobile Plan.

- 18.9 We will tell you the amount of the Device Plan Credit when you take up your Go Mobile Plan and eligible DPC.
- 18.10 The monthly device repayments (if any) on your bill are the monthly amount you owe after the Device Plan Credit has been applied.
- 18.11 If you cancel your Go Mobile Plan or your DPC, you will no longer be entitled to the Device Plan Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("**ETC**") for your Go Mobile Plan.

#### **Accessory Repayment Option**

18.12 If you have taken up a Go Mobile Plan or Go Mobile BYO Plan, you can choose to buy mobile accessories with an Accessory Repayment Option (ARO). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

### Go Plan options

18.13 You can choose from the Go Plans set out in the table below.

	Go Mobile Plans (24 months)						lobile BY or 24 m		Go Mobile Casual Plans (month to month)				
Minimum monthly charge	\$55	\$70	\$95	\$13 5	\$195	\$35	\$50	\$70	\$35	\$45	\$5 0	\$70	
Minimum cost over 24 months	\$1,3 20	\$1,6 80	\$2,2 80	\$3, 240	\$4,680	\$84 0	\$1,2 00	\$1,68 0					
Minimum cost over 12 months	N/A					\$42 0	\$600	\$840	Not applicable				
Monthly Call Allowance for standard calls	\$55 0	\$1,0 00	Unlimited			\$30 0	\$1,0 00	Unlimi ted	\$30 0	Unlimi ted	\$1 ,0 00	Unli mite d	
Standard and satellite calls per 60 second block or part		\$1 per N/A			A	\$1 per N/A minute		N/A	\$1 per min ute	er N/A in			
SMS/MMS		Unlimited					Unlimited			Unlimited			
Standard video messages to mobiles						75¢	/messag	e					
Monthly Data Allowance (Mobile Data)	1G B	2.5 GB	6GB	15 GB	25GB	500 MB	2.5G B	7GB	500 MB	2GB	2.5 GB	7G B	
Extra Data	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)					there of yo (unt \$10 when be sh		the end month ach the s Cap, vice will Peace of	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)				
MessageBank® retrieval and diversion	Unlimited					Unlimited			Unlimited				
MessageBank Plus for iPhone (compatible iPhone required)	\$5 per mo nth	no Included				Included			Included				
Mobile Data Sharing	Share your Mobile Data with eligible plans on the same account SIM included				Share your Mobile Data with eligible plans on the same account			Share your Mobile Data with eligible plans on the same account					
Included Content	Telstra may include extra content or value add services within your plan				Telstra may include extra content or value			Telstra may include extra content or value add					

# Part B – Old consumer pricing plans that are no longer available for new connections

	Go Mobile Plans (24 months)						Go Mobile BYO Plans (12 or 24 months)			Go Mobile Casual Plans (month to month)			
Minimum monthly charge	\$55	\$70	\$95	\$13 5	\$195	\$35	\$50	\$70	\$35	\$45	\$5 0	\$70	
	from time to time. Such extra content or value add services may be available for a limited time						add services within your plan from time to time. Such extra content or value add services may be available for a limited time			services within your plan from time to time. Such extra content or value add services may be available for a limited time			
Telstra Air® Data	10GB of Telstra Air data at hotspots included (not shareable with other services). If you exceed your Telstra Air data allowance you will not be able to access Telstra Air data until your next billing cycle starts.         See <a href="https://www.telstra.com.au/customer-terms/home-family/telstra-air">https://www.telstra.com.au/customer-terms/home-family/telstra-air</a> for Telstra Air terms and conditions.										billing		
Monthly Standard International Calls Allowance and SMS/MMS (from Australia)	a <u>http://</u> <u>om.a</u> <u>far</u> <u>mob</u> <u>types</u> <u>http://</u> <u>om.a</u> <u>te</u> <u>far</u> <u>m</u>	ndard ra apply. Se /www.te au/custo rms/hon nily/tels ile/othen for call /www.te au/custo rms/hon nily/tels obile/sn sages-ar for SMS/	ee elstra.c <u>imer-</u> tra- tra- s, and elstra.c <u>imer-</u> <u>ne-</u> tra- ns- ns- nd-e-	\$15 0 /mt h	Unlimite d	<u>www.</u> <u>transport</u> <u>type</u> <u>www.</u> <u>transport</u> <u>fa</u> <u>mess</u>	See <u>.telstra.c</u> <u>ustome</u> erms/ho mily/tel bile/othe es for ca	me- stra- er-call- lls, and com.au/c er- me- stra- ms- d-e-mail	Standard rates app <u>www.telstra.com.a</u> <u>mer-terms/hor</u> <u>family/telstra</u> <u>mobile/other-call</u> for calls, and <u>www.telstra.com.a</u> <u>mer-terms/hor</u> <u>family/telstra-mobi</u> <u>messages-and-e-n</u> SMS/MMS			/ <u>custo</u> <u>e-</u> ypes / <u>custo</u> <u>e-</u> :/sms-	
Monthly International Roaming Allowance in Eligible Countries	Not applicable. Standard international roaming rates apply. See <u>www.telstra.com.au/mobil</u> <u>e-phones/international-</u> <u>roaming</u>				Unlimite d calls, SMS and MMS, 1.5GB of mobile data	Not applicable. Standard international roaming rates apply. See <u>www.telstra.com.au/</u> <u>mobile-</u> <u>phones/international-</u> <u>roaming</u>			Not applicable. Standard international roaming rates apply. See <u>www.telstra.com.au/mobil</u> <u>e-phones/international-</u> <u>roaming</u>				
New Phone Feeling	See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.				Included	See Part C – Special Promotions of the T Mobile Section of Our Customer Term							
All	to stand	lard Aus	tralian n	umbei	rs and all for	use in	Australi	a unless s	tated o	therwise.			

### What you must pay each month

18.14 The \$45 Go Mobile Casual Plan is available on invitation only basis. You cannot take up a \$45 Go Mobile Casual Plan unless we tell you that you are eligible for it and invite you to subscribe to that Go Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 18.15 Each month you must pay us:
  - (a) the minimum monthly charge for your Go Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) if you have a DPC, for any handset repayments (taking into account any Device Plan Credit, if eligible);
  - (f) any additional Companion Plans or Data Share SIMs you may take up (if eligible);
  - (g) any accessory repayments under any ARO; and
  - (h) any other value added services.
- 18.16 In addition to your minimum monthly charge you must pay for eligible calls (as defined below) in excess of your Monthly Call Allowance up to a maximum of \$95 per month.

### Monthly Call Allowance and unlimited SMS and MMS

- 18.17 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 4.15 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 18.18 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;

- (g) MessageBank<sup>®</sup> diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 18.19 If your Go Plan does not include unlimited calls, your eligible calls will be deducted from your Monthly Call Allowance.
- 18.20 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.
- 18.21 You must pay for any calls that are not eligible calls.
- 18.22 Any unused Monthly Call Allowance expires each month.

### Monthly Standard International Call Allowance for \$135 Go Mobile Plans and \$195 Premium Mobile Plan

18.23 Your \$135 Go Mobile Plan and \$195 Premium Mobile Plan include a Monthly Call Allowance to make calls, SMS and MMS to standard international fixed and mobile numbers made while you are in Australia (Monthly Standard International Call Allowance).

### Part B – Old consumer pricing plans that are no longer available for new connections

- 18.24 If you have a \$135 Go Mobile Plan, your standard international calls will be deducted from your Monthly Standard International Call Allowance.
- 18.25 If you make non-standard international calls, you will be charged extra for those calls. The rates set out in <u>Part I – Heading Overseas (International Roaming)</u> of Our Customer Terms will apply.

### **International Roaming**

18.26 International roaming is automatically activated on new Go Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply (except for \$195 Premium Mobile Plan). See <u>www.telstra.com.au/mobile-phones/international-roaming</u>

### Monthly International Roaming Allowance for \$195 Premium Mobile Plan

- 18.27 The Monthly International Roaming Allowance included in the \$195 Premium Mobile Plan can be used for unlimited calls, SMS and 1.5GB of mobile data in the following eligible countries:
  - (a) **Zone 1**: New Zealand; and
  - (b) **Zone 2**: Brunei, China, Hong Kong, Indonesia, Japan, Macau, Malaysia, Philippines Singapore, South Korea, Taiwan, Thailand, + includes Zone 1 Countries.
  - (c) Zone 3: Argentina, Austria, Belgium, Brazil, Bulgaria, Canada, Chile, Croatia, Czech Republic, Denmark, Egypt, Estonia, Fiji, Finland, France, Germany, Greece, Hungary, India, Ireland, Israel, Italy, Luxembourg, Macedonia, Mexico, Nauru, Netherlands, Norway, Papua New Guinea, Poland, Portugal, Romania, Saudi Arabia, Serbia, Slovak Rep, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, UAE, UK, USA, Vanuatu + includes Zone 1 and 2 countries

### ("Eligible Countries").

- 18.28 Any mobile data used to send or receive MMS while you are in an Eligible Country will use your Monthly International Roaming Allowance. Mobile Data charges may apply if you have already exceeded your Monthly International Roaming Allowance when you send or receive an MMS.
- 18.29 The Eligible Countries above are current as at 3 December 2015. The current list of Eligible Countries is set out in <u>Part I – Heading Overseas (International Roaming)</u> of Our Customer Terms.
- 18.30 If you make calls, send SMS and access the internet in non-eligible countries, you will be charged extra. Charges for international roaming calls and mobile data are set out at

Part B – Old consumer pricing plans that are no longer available for new connections

https://www.telstra.com.au/mobile-phones/international-roaming/availability-pricing/post-paid.

#### Monthly Mobile Data Allowance

- 18.31 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of services on the same account as your Go Plans which are connected to one of the following plans, including:
  - all other Go Plans;
  - Go Mobile Data Plans;
  - Mobile Accelerate Data Share Plans;
  - Companion Plans;
  - Data Share SIM plans; and
  - Everyday Connect Data Share Plans

("Eligible Services").

- 18.32 The combined mobile data allowance of all Eligible Services on your account is your 'Shared Monthly Data Allowance'.
- 18.33 You acknowledge and agree that any user of an Eligible Service ("Eligible Service User") is able to make certain changes to your account that may affect your Go Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.

#### **Extra Data**

- 18.34 If you use more than your Shared Monthly Mobile Data Allowance, we will automatically add extra data to your Shared Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once the Excess Cap is reached, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 14.38 14.39 below for more information on Peace of Mind data.
- 18.35 Extra Data will be automatically added to the Eligible Service that first uses data in excess of the Shared Monthly Mobile Data Allowance and can be shared amongst Eligible Services on your account.
- 18.36 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.

### Part B – Old consumer pricing plans that are no longer available for new connections

- 18.37 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 18.38 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 18.39 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Companion Plan and Data Share SIM plan**

18.40 If you have a Go Plan, Telstra Every Day Connect Data Share Plan, Telstra Every Day Connect Data Share BYO Plan or Mobile Accelerate Data Share Plan, Mobile Accelerate Data Share BYO Plan (or any other eligible plans as determined by us) you have the option to add the following services to your account:

Data Share SIM Plan (data only)	\$5/mth	
Mobile Data	No data included but you can access your Share Monthly Data Allowance	
Companion Plan (voice and data)	<b>\$35/mth</b> (before 29 March 2016, \$40/mth Data Share SIM)	
Mobile Data	<b>1GB</b> and access to Shared Monthly Data Allowance. Before 29 March 2016, no data included, access to Share Monthly Mobile Data Allowance	
Calls/SMS	Unlimited calls, SMS and MMS to standard Australian numbers within Australia (not shareable with other services).	
All for use in Australia. Extra Data \$10/GB for use that month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data).		

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# Part B – Old consumer pricing plans that are no longer available for new connections

- 18.41 You can purchase up to a total of five Companion Plans and Data Share SIMs per account which you can place in a SIM-ready device and access your Shared Monthly Mobile Data Allowance. We may set a maximum limit on the number of Companion Plans and Data Share SIMs of a particular value per account from time to time. The current maximum limit can be found on the Data Share SIM page on <u>www.telstra.com.au</u>.
- 18.42 You can choose to buy an eligible device on a DPC to use with your Companion Plan and Data Share SIM. The DPC terms and conditions are set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile Section of Our Customer Terms.</u>
- 18.43 Extra Data will be applied to any Companion Plan and Data Share SIM that uses data in excess of the Shared Monthly Mobile Data Allowance.
- 18.44 The Companion Plans and Data Share SIMs are casual plans and you can cancel them at anytime. If you have a DPC with your Companion Plan and Data Share SIM Plan you will need to repay the balance of any outstanding payments.

### **FairPlay Policy**

18.45 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Go Plan.

#### Changing your plan or your minimum monthly spend

18.46 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if Go Plans are still available for recontracting.

Change	Consequence
If you move to the same type of Go Plan (i.e. BYO Plan to BYO Plan) with a lower minimum monthly charge	You will need to restart your minimum term, pay the balance of any DPC, and you will also need to pay an early termination charge.
If you move to the same type of Go Plan (i.e. BYO Plan to BYO Plan) with a higher minimum monthly charge	You will not need to restart your minimum term and no early termination charge will apply.

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence	
If you move from a Go Mobile Plan with a DPC to a Go Mobile Plan with a DPC with a higher minimum monthly charge	You will not need to restart your minimum term unless you take up a new eligible handset on a DPC with your Go Mobile Plan and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable).	
	If you take up a new eligible handset on a DPC with your new Go Mobile Plan, you will need to restart your minimum term, pay the balance of any existing DPC, and you will also need to pay an early termination charge.	
If you move from a BYO Plan to a Go Mobile Plan with a DPC	You will need to restart your minimum term and you will need to pay an early termination charge.	
If you move from a Go Mobile Plan with a DPC to a Go Mobile BYO Plan	You will need to restart your minimum term. You will need to pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you will also need to pay an early termination charge.	
If you move from a Go Mobile Casual Plan to any other Go Plan	You will need to start a new minimum term with your new Go Mobile Plan or Go Mobile BYO Plan and no early termination charge will apply.	
If you move from a Go Plan to another Telstra plan or Telstra offer	You will need to pay us an early termination charge and the balance of your DPC, and your Device Plan Credit (if any) will cease.	

### Early termination charges

- 18.47 If, at any time before the end of the 12-month or 24-month term (as applicable) of your Go Plan ("**Minimum Term**"):
  - (a) you cancel your Go Plan (other than as a result of our material breach);
  - (b) we cancel your Go Plan in accordance the <u>General Terms for Consumer</u> <u>Customers;</u> or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 18.48 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this <u>Part B of the Telstra Mobile Section of Our Customer Terms</u>.
- 18.49 The ETC decreases over the Minimum Term. The maximum ETC for each Go Plan is set out in the tables below. Please contact us for the amount of ETC payable.

### **Our Customer Terms**

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

Go Mobile Plans	Maximum ETC	
	(incl. GST)	
\$55 Plan	\$660	
\$70 Plan	\$840	
\$95 Plan	\$1,140	
\$135 Plan	\$1,620	
\$195 Plan	\$2,340	

Go Mobile BYO	Maximum ETC (incl. GST)		
Plans	12 months	24 months	
\$35 Plan	\$210	\$420	
\$50 Plan	\$300	\$600	
\$70 Plan	\$420	\$840	

- 18.50 The Go Mobile Casual Plan is a month to month plan and you can cancel it at any time. There is no ETC but you must pay any costs incurred up to the point of cancellation. If you change or cancel a Go Mobile Casual Plan during a month-to-month billing cycle you will receive a pro-rata refund of your monthly charge and your included call allowance will be pro-rated for the billing cycle.
- 18.51 If you have taken up a DPC, any Device Plan Credit you were receiving will end when your Go Mobile Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your minimum term

- 18.52 At the end of your minimum term your service will remain on your chosen Go Plan, however if you are on a Go Mobile Plan, you will no longer be entitled to the Device Plan Credit. You cannot move to another Go Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 18.53 If Go Plans are no longer available at the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Part B – Old consumer pricing plans that are no longer available for new connections

### **Electronic Billing and Payment**

- 18.54 Your Go Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 18.55 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 18.56 Paperless Bill: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 18.57 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### **19 Go Mobile Broadband Plans**

Not available to new and recontracting customers on and from 28 June 2016

#### Availability

- 19.1 To be eligible for a Go Mobile Broadband Plan (**Go MBB Plan**), you need a 13 digit account number.
- 19.2 Go MBB Plans are available until withdrawn by us.
- 19.3 Go MBB Plans are available as 12 or 24-month plans.
- 19.4 You can bring your own Telstra Mobile Network compatible device or, if you have taken up a 24-month Go MBB Plan, you can purchase an eligible device from us on a 24-month Device Payment Contract ("**DPC**").
- 19.5 Go MBB Plans are not available with non mobile broadband devices including telemetry devices and mobile phones.

### Part B – Old consumer pricing plans that are no longer available for new connections

### **Device Options**

- 19.6 If you have taken up a 24-month Go MBB Plan, you can purchase an eligible device on a DPC, and you may be eligible to a Device Discount if you meet the criteria set out in clause 2.8. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 19.7 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

### **Device Discount for Go MBB Plans**

- 19.8 If you:
  - (a) purchase an eligible device on a 24-month DPC; and
  - (b) your Go MBB Plan and your DPC commence on the same day,

you may receive a discount towards your device repayments ("**Device Discount**") each month for the Minimum Term of your Go MBB Plan.

- 19.9 We will tell you the amount of the Device Discount when you take up your Go MBB Plan and eligible DPC.
- 19.10 The monthly device repayments (if any) on your bill are after the Device Discount has been applied.
- 19.11 If you cancel your Go MBB Plan or your DPC, you will no longer be entitled to the Device Discount and you must pay the balance of any remaining device repayments in addition to any early termination charge ("**ETC**") for your Go MBB Plan.

### **Accessory Repayment Option**

19.12 You can choose to buy device accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/special-promotions.

### **Plan options**

19.13 You can choose from the Go MBB Plans set out in the table below.

### Our Customer Terms

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Go Mobile Broadband Plans (12 or 24 months)				
Minimum monthly charge	\$25	\$35	\$55	\$105	\$165
Minimum cost over 24 months	\$600	\$840	\$1,320	\$2,520	\$3,960
Minimum cost over 12 months	\$300	\$420	\$660	\$1,260	\$1,980
Monthly Mobile Data Allowance	1GB	4GB	8GB	15GB	25GB
Extra Data	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)				
Telstra Air® Data	10GB of Telstra Air data at hotspots included (not shareable with other services). If you exceed your Telstra Air data allowance you will not be able to access Telstra Air data until your next billing cycle starts. See https://www.telstra.com.au/customer-terms/home-family/telstra-air for Telstra Air terms and conditions.				
Standard national SMS			25¢/message		
Standard video messages to mobiles in Australia	75¢/message				
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>				
New Tablet Feeling	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .				
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time				
А	All for use in Australia (excludes use overseas)				

The terms and conditions for SMS/MMS are set out in <u>Part E – SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

### What you must pay each month

- 19.14 Each month you must pay us:
  - (a) the minimum monthly charge for your Go MBB Plan;

## Part B – Old consumer pricing plans that are no longer available for new connections

- (b) for data you use in excess of your Monthly Mobile Data Allowance;
- (c) any Extra Data;
- (d) all usage not eligible to draw from your included allowances;
- (e) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and
- (f) any accessory repayments under any ARO.

### Your Monthly Mobile Data Allowance and Extra Data

- 19.15 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network.
- 19.16 If you use more than your Monthly Mobile Data Allowance, we will automatically add extra data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 15.19 15.20 below for more information on Peace of Mind data.
- 19.17 Any unused Monthly Mobile Data Allowance and Extra Data expires each month.
- 19.18 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

19.19 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.

## Part B – Old consumer pricing plans that are no longer available for new connections

19.20 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### **Mobile Data Packs**

- 19.21 If you need more data each month, you can purchase a non-share Mobile Data Pack to add to your Go MBB Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia. Note: the 1GB Mobile Data Pack is incompatible with Go MBB Plans.
- 19.22 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

#### SMS

- 19.23 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 19.24 To access SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.

#### **FairPlay Policy**

19.25 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Go MBB Plan.

#### Changing your Go MBB Plan

19.26 We may allow you to change your minimum monthly charge or move to another Go MBB Plan during your minimum term. If we do, the terms in the table below will apply.

Change	Consequence
If you move to another Go MBB Plan with the same minimum term and a higher monthly charge	You will not need to restart your minimum term and will not have to pay an early termination charge. You can also move back to your original plan value without paying an early termination charge.
If you move to another Go MBB Plan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.
If you move from a 24-month Go MBB Plan to another Go MBB	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).

### Our Customer Terms

### Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

Consequence

### **Early Termination Charges**

- 19.27 If, at any time before the end of the 12 or 24-month term (as applicable) of your Go MBB Plan ("**Minimum Term**"):
  - (a) you cancel your Go MBB Plan (other than as a result of our material breach);
  - (b) we cancel your Go MBB Plan in accordance the <u>General Terms for Consumer</u> <u>Customers</u> ; or
  - (c) you change your Go MBB Plan and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

19.28 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

19.29 The ETC decreases over the Minimum Term. The maximum ETC for each Go MBB Plan is set out in the table below. Please contact us for the amount of ETC payable.

Go Mobile Broadband	Maximum ETC (incl. GST)		
Plans	12 months	24 months	
\$25 Plan	\$150	\$300	
\$35 Plan	\$210	\$420	
\$55 Plan	\$330	\$660	
\$105 Plan	\$630	\$1,260	
\$165 Plan	\$990	\$1,980	

## Part B – Old consumer pricing plans that are no longer available for new connections

19.30 If you have taken up a DPC, any Device Discount you were receiving will end when your Go MBB Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

### At the end of your Minimum Term

19.31 At the end of your Minimum Term, your service will remain on your selected Go MBB Plan on a month to month basis. If that Go MBB Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

#### **Electronic Billing and Payment**

- 19.32 Your Go MBB Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 19.33 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 19.34 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 19.35 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 20 \$15, \$35 and \$55 Data Share SIMS

#### Not available to new customers on and from 28 June 2016

20.1 If you have a Go Plan, Telstra Every Day Connect Data Share Plan, Telstra Every Day Connect Data Share BYO Plan or Mobile Accelerate Data Share Plan, Mobile Accelerate Data Share BYO Plan (or any other eligible plans as determined by us) you have the option to add the following services to your account:

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

	\$15/mth	\$35/mth	\$55/mth
Mobile Data	1GB (1.44c/MB) Access to Share Monthly Data Allowance	4GB (0.85c/MB) Access to Share Monthly Data Allowance	8GB (0.67c/MB) Access to Share Monthly Data Allowance
<b>Telstra Air data</b> (not shareable with other services)	10GB of Telstra Air data at hotspots included.         If you exceed your Telstra Air data allowance you will not be able to access Telstra Air data until your next billing cycle starts. See <a href="https://www.telstra.com.au/customer-terms/home-family/telstra-air">https://www.telstra.com.au/customer-terms/home-family/telstra-air</a> for Telstra Air terms and conditions.		
	All for use in Au	ustralia (excludes use	e overseas)

### Data Share SIM plans - data only

- 20.2 You can purchase up to a total of five Companion Plans and Data Share SIMs per account which you can place in a SIM-ready device and access your Shared Monthly Mobile Data Allowance. We may set a maximum limit on the number of Companion Plans and Data Share SIMs of a particular value per account from time to time. The current maximum limit can be found on the Data Share SIM page on <u>www.telstra.com.au</u>.
- 20.3 You can choose to buy an eligible device on a DPC to use with your Data Share SIM. The DPC terms and conditions are set out in <u>Part C – Special Promotions of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>.
- 20.4 Extra Data will be applied to any Data Share SIM that uses data in excess of the Shared Monthly Mobile Data Allowance.
- 20.5 The Data Share SIMs are casual plans and you can cancel them at anytime. If you have a DPC with your and Data Share SIM you will need to repay the balance of any outstanding payments.

### 21 iPhone Plans

### Not available to new and recontracting customers on and from 12 May 2015

### Eligibility

21.1 You can buy an iPhone from us at a subsidized price when you connect to our network on an iPhone Plan for 24 months.

### Part B – Old consumer pricing plans that are no longer available for new connections

You can also connect to our network on an iPhone Plan for 24 months when you BYO your own compatible iPhone handset provided you have purchased your iPhone handset from Telstra, a Telstra Licensed Shop or another authorised dealer as determined by Telstra not more than 30 days before you apply for the iPhone Plan.

- 21.2 We charge you your chosen monthly spend each month for your 24 month term. We also charge you for any call charges beyond your included calls and for other services you use.
- 21.3 You must also pay us the specified amount for your handset (if any) which will appear on your first bill you receive for your iPhone Plan charges.
- 21.4 The iPhone Plan is not available with any other Telstra mobile offer unless specified by us.

#### iPhone terms and conditions

21.5 Your use of the iPhone constitutes acceptance of the iPhone terms and conditions contained in the iPhone box.

#### iPhone handset unlocking

21.6 All iPhone handsets purchased from Telstra are configured to work only with the wireless services provided by Telstra. This means that a SIM from any other Australian or international carrier in the iPhone handset will not work. If you want to unlock your handset, you must contact Telstra.

### **iPhone Plan Bonus Options**

- 21.7 You may choose one of the Bonus Options described below.
- 21.8 The call charges applicable to your chosen Bonus Option will apply instead of the call charges set out in your iPhone Plan.
- 21.9 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to these Bonus Options.
- 21.10 You can change your Bonus Option once in each 30 day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 21.11 The Bonus Options marked in the table with an **asterisk** do not apply to some premium content and information services and to some calls including calls to numbers beginning with 19, 12 or 1800, international and international roaming calls, emergency calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), calls to Telstra satellite phones (except where the customer has selected Free 24/7), diversion calls, value added services (such as reminder and wakeup calls) Dial It Services (weather

### Part B – Old consumer pricing plans that are no longer available for new connections

and time), Operator Assisted calls, MessageBank deposits and retrievals, Memo and PocketNews and all data calls such as SMS or BigPond Mobile Services.

21.12 The Bonus Options in the table marked with a **hash** do not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, and some Instant Messaging Services.

Bonus Option	Description	
20c for 10 min Night*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.	
Free 24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.	
	The fees for this option are set out below	
	Initial set up fee (choice of eligible number) – \$3.00 (GST incl)	
	Charge for changes to the chosen Free 24/7 number – \$3.00 (GST incl)	
Free Text#	You will receive free of charge the first 200 SMS messages sent from your phone to any Telstra mobile in Australia between 8pm and 7am each night. You will be charged 15¢ to send SMS to Telstra mobiles in Australia and other mobile phones on other networks in Australia at all times.	
	If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.	
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.	
	Unused free SMS expire daily.	
Per Second Saver*	Your voice calls will be charged on a per second basis at all times, as set out in the charges table below. A 27¢connection fee applies per call.	
My Hour*	You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.	
	After the first 20 minutes, standard call rates apply.	
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.	

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".
Free 50 Text#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.
	[If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.
	Your choice of this option may not take effect for up to 24 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.
	Unused free SMS expire each month.

### Changing your monthly spend/plan

21.13 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your iPhone Plan contract term, you may do so only while iPhone Plans are available for recontracting. If the iPhone Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.

Change	Terms
If you move to an iPhone Plan with a lower monthly spend	You will need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend. You will also need to pay an early termination charge and a \$50 administration fee.
If you move to an iPhone Plan with the same or a higher monthly spend	You do not need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.
If you buy a new handset from us on a new iPhone Plan	You need to restart your contract term. You will also need to pay an early termination charge. A \$50 administration fee will also apply if you move to an iPhone Plan with a lower monthly spend.
If you move to another plan with a fixed contract term and a lower monthly spend/access fee	You will need to restart your contract term. You will also need to pay an early termination charge and a \$50 administration fee.
If you move to another plan with a fixed contract term and	You will need to restart your contract term and pay an early termination charge.

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
the same or a higher monthly spend/access fee	

### Early termination charges

- 21.14 You must pay an early termination charge (ETC) if, at any time during your contract term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up a pre-paid, casual or other non-approved plan.

The amount of the ETC is set out in your application form.

#### At the end of your contract term

21.15 Your service will remain on your chosen iPhone Plan at the end of the contract term and you will continue to receive your chosen Bonus Option. If your iPhone Plan or Bonus Option is no longer available to new customers and recontracting customers, we may roll your service onto any other current plan or bonus option that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

#### Charges

21.16 We charge you the following call charges. Any unused included calls will expire at the end of each month. Included voice calls marked in the table with a hash do not include some call types including calls to premium numbers, some satellite numbers, 1234 service, directory assistance calls to 1223, calls to Call Connect, content charges, and all use while overseas.

iPhone Plans	30	40	60	80
	GST incl	GST incl	GST incl	GST incl
Monthly Spend	\$30.00	\$40.00	\$60.00	\$80.00
Monthly included voice calls (national#, international, MessageBank, SMS)	\$25.00	\$35.00	\$50.00	\$70.00
Monthly included data calls (BigPond Mobile Services, GPRS, 3G and Next G) charged at \$2 per MB	\$5.00	\$5.00	\$10.00	\$10.00
Connection fee for calls to an Australian fixed or mobile number	27¢	27¢	27¢	27¢

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

iPhone Plans	30	40	60	80
	GST incl	GST incl	GST incl	GST incl
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	46¢	38¢	28¢	26¢
Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	1.533¢	1.267¢	0.933¢	0.867¢

iPhone Plans	100	150	250
	GST incl	GST incl	GST incl
Monthly Spend	\$100.00	\$150.00	\$250.00
Monthly included voice calls (national#, international, MessageBank, SMS)	\$90.00	\$135.00	\$235.00
Monthly included data calls (BigPond Mobile Services, GPRS, 3G and Next G) charged at \$2 per MB	\$10.00	\$15.00	\$15.00
Connection fee for calls to an Australian fixed or mobile number	27¢	27¢	27¢
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	22¢	20¢	19¢
Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	0.733¢	0.667¢	0.633¢

### 22 Mobile Accelerate Casual Plans

### Not available to new and recontracting customers on and from 12 May 2015 (with the exception of Mobile Accelerate Casual \$10 per month)

### Eligibility

22.1 Mobile Accelerate Casual Plans are available to new or existing customer with a 13 digit account number. Mobile Accelerate Plans are not available for new or recontracting customers on and from 12 May 2015 (with the exception of Mobile Accelerate Casual \$10 per month).

## Part B – Old consumer pricing plans that are no longer available for new connections

- 22.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 22.3 You need to bring your own (BYO) or purchase a Telstra Mobile Network compatible handset to take up this plan. Be sure to check that your handset supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding, to ensure you get the best possible experience on the Telstra Mobile Network. Check your device manual or manufacturer's website. See telstra.com/device for more information.

#### Availability

22.4 Mobile Accelerate Casual Plans are available until they are withdrawn by us.

#### **Eligible Calls**

- 22.5 Your Mobile Accelerate Casual Plan may include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance"). Any unused call allowance is forfeited at the end of each billing month.
- 22.6 Each month you must pay us the minimum monthly spend for your Mobile Accelerate Casual Plan whether or not you use any, or all of the call allowance, or data allowance. You will also need to pay for all eligible calls made over your call allowance, for all calls and data that are not eligible calls or included in your data allowance, and for all data used in excess of your data allowance.
- 22.7 The total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130.
- 22.8 You will not pay for calls of the type that are included in your call allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;

## Part B – Old consumer pricing plans that are no longer available for new connections

- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.
- 22.9 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) call diversions to international numbers;
  - (g) reverse charge calls;
  - (h) Push to Talk calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.

#### **Unlimited Nights and Unlimited Weekends**

- 22.10 Some Mobile Accelerate Casual Plans come with an 'Unlimited Nights' feature ("Unlimited Nights"). If your plan includes this feature, you will not pay for eligible voice calls (of the type listed in clause **22.8**) that commence between 7pm and 7am local time every day.
- 22.11 Some Mobile Accelerate Casual Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible voice calls (of the type listed in clause **22.8**) that commence between midnight on Friday and midnight on Sunday.
- 22.12 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

### **Our Customer Terms**

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Data Allowance**

- 22.13 You will not pay for data usage within the monthly data allowance.
- 22.14 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.03/MB or part thereof. Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (**Extra Data**). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("**Excess Cap**"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 18.17 18.18 below for more information on Peace of Mind data.
- 22.15 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.
- 22.16 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly charge. Unused data allowance expires each month. You can cancel your Data Pack at any time. If you have chosen the Mobile Accelerate Casual Plan \$25 or Mobile Accelerate Casual Plan \$35, only the \$5 per month 250MB Data Pack is compatible with your plan. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly data allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current inmarket Data Pack.

### Peace of Mind data

- 22.17 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 22.18 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### **Electronic Billing and Payment**

22.19 Your Mobile Accelerate Casual Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail

## Part B – Old consumer pricing plans that are no longer available for new connections

- 22.20 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 22.21 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 22.22 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### **Telstra FairPlay Policy**

22.23 Our FairPlay Policy applies to your Mobile Accelerate Casual Plan.

#### Changing your plan monthly spend or plan

- 22.24 You may change your Mobile Accelerate Casual Plan minimum monthly spend by notifying Telstra. If you change your Mobile Accelerate Casual Plan minimum monthly spend you will receive a pro-rata refund of the minimum monthly spend for the relevant month which you changed your minimum monthly spend.
- 22.25 If you are on an existing Telstra mobile plan and you want to connect to a Mobile Accelerate Casual Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

#### Plan charges and monthly call and data allowances

22.26 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month.

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

	Mobile Accelera e Casua Plan \$25	e Casua	at al	Mobile Accelera e Casua Plan \$5	at 1	Mobile Accelerat e Casual Plan \$70	Mobile Accelerat e Casual Plan \$95	Mobile Accelerat e Casual Plan \$130
Minimum Monthly spend	\$25	\$35		\$55		\$70	\$95	\$130
Plan term	Month to month	Month t month		Month to month	D	Month to month	Month to month	Month to month
Included value for eligible calls	\$300	\$400		\$550		\$700	\$950	Unlimited for eligible calls
Unlimited Nights (7pm- 7am)		NO YES						N/A
Unlimited Weekends	NO Y						YES	N/A
Monthly data allowance to use in Australia	200MB	300MB	300MB 500MB 1.5GB		2.5GB	3GB		
Billing increment	60 seconds						N/A	
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99						Unlimited for eligible calls	
Call connection fee for eligible voice and video calls to standard Australian fixed	\$0.40					Unlimited for eligible calls		

# Part B – Old consumer pricing plans that are no longer available for new connections

	Mobile Accelerat e Casual Plan \$25	Mobile Acceler e Casua Plan \$3	at Acce	lerat sual	Mobile Accelerat e Casual Plan \$70	Mobile Accelerat e Casual Plan \$95	Mobile Accelerat e Casual Plan \$130
and mobile numbers							
National SMS rate to standard Australian mobile numbers	\$0.2	\$0.25 Unlimited for eligible SMS					
MessageBank retrieval (charged per 60 second block or part)	\$0.99				Unlimited		
MessageBank Plus	\$5 per mth (optional) Included (for iPhone customers onl					mers only)	
Excess data rate for use in Australia	\$0.03/MB or \$10/GB if you've chosen Extra Data (to be used before the end of your billing month) (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)						
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.						

### 23 Mobile Accelerate Plans

#### Not available to new and recontracting customers on and from 12 May 2015

#### Eligibility

- 23.1 You will be eligible to take up a Mobile Accelerate Plan on and from 4 March 2014 if you are a new customer or an existing customer with a 13 digit account number. Mobile Accelerate Plans are not available for new or recontracting customers on and from 12 May 2015.
- 23.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Availability

- 23.3 Mobile Accelerate Plans are available until they are withdrawn by us. The available Mobile Accelerate Plans are described in clause **23.37**.
- 23.4 If you want to connect your existing Telstra mobile service to a Mobile Accelerate Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

#### **Plan Options**

- 23.5 Mobile Accelerate Plans will be offered with a minimum term of 24 months.
- 23.6 The Mobile Accelerate Plans are available with an eligible device on a 24 month Device Payment Contract ("**DPC**") on a 24 month Mobile Accelerate Plan. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Telstra Upgrade Option**

23.7 Selected Mobile Accelerate Plans are eligible for a Telstra Upgrade option. The Telstra Upgrade option terms and conditions are set out in <u>Part C – Special Promotions of the</u> <u>Telstra Mobile Section of Our Customer Terms</u>.

#### **Payment and Eligible Calls**

- 23.8 Your Mobile Accelerate Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance").
- 23.9 Each month you must pay us the minimum monthly spend for the Mobile Accelerate Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, for all data use in excess of your data allowance and for usage not included in your allowances.

The total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130 per month.

- 23.10 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;

## Part B – Old consumer pricing plans that are no longer available for new connections

- (d) all '13' calls (6 and 10 digit);
- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 23.11 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) call diversions to international numbers;
  - (f) all use (such as calls made and received) while overseas;
  - (g) reverse charge calls;
  - (h) third party content charges, WAP, GRPS and data usage;
  - (i) information calls; and
  - (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

#### **Unlimited Nights and Unlimited Weekends**

- 23.12 Some Mobile Accelerate Plans come with an 'Unlimited Nights' feature ("Unlimited Nights"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 23.10) that commence between 7pm and 7am local time every day.
- 23.13 Some Mobile Accelerate Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible calls (of the

### Part B – Old consumer pricing plans that are no longer available for new connections

type listed in clause 23.10) that commence between midnight on Friday and midnight on Sunday.

23.14 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

#### **Data Allowance**

- 23.15 You will not pay for data usage within the monthly data allowance.
- 23.16 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.03/MB (or part thereof). Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Regardless of whether you have opted into Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 19.19 - 19.20 below for more information on Peace of Mind data.
- 23.17 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.
- 23.18 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly fee. Unused data allowance expires each month. You can cancel your Data Pack at any time. If you have chosen Mobile Accelerate Plan \$30 or Mobile Accelerate Plan \$40, only the \$5 per month 250MB Data Pack is compatible with your plan. See Part G – Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly data allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current in-market Data Pack.

### Peace of Mind data

- 23.19 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 23.20 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Device Plan Credit**

- 23.21 If you:
  - (a) purchase an eligible device on a 24 month Device Payment Contract ("**DPC**"); and
  - (b) your Mobile Accelerate Plan and your DPC commence on the same day,

you will receive a Device Plan Credit each month for the minimum term of your Mobile Accelerate Plan.

- 23.22 The monthly device repayments (if any) on your bill are after the Device Plan Credit has been applied.
- 23.23 If you cancel your Mobile Accelerate Plan or your DPC, you will no longer be entitled to the Device Plan Credit and you must pay the remaining device repayments in addition to any early termination charge ("**ETC**") for your plan.
- 23.24 We will tell you the amount of the Device Plan Credit when you take up your Mobile Accelerate Plan and eligible DPC.

### **Electronic Billing and Payment**

- 23.25 Your Mobile Accelerate Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 23.26 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 23.27 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bills and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 23.28 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### **Our Customer Terms**

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### Other promotional offers

23.29 The Mobile Accelerate Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

### Telstra FairPlay Policy

23.30 Our FairPlay Policy applies to your Mobile Accelerate Plan.

### Changing your plan monthly spend or plan

- 23.31 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Mobile Accelerate Plan minimum term, you may do so only while Mobile Accelerate Plans are available for new and recontracting customers. If the Mobile Accelerate Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 23.32 You may change your Mobile Accelerate Plan minimum monthly spend (where the change does not require you to restart your minimum term) once every 60 day period

Change	Terms
If you have a Mobile Accelerate Plan, and move to a Mobile Accelerate Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your Device Plan Credit (if applicable) will not increase.
If you have a Mobile Accelerate Plan, and move to a Mobile Accelerate Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your Device Plan Credit (if applicable) will no longer apply.

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

If you move from your Mobile Accelerate Plan to another Telstra plan (including a Mobile Accelerate BYO Plan) with a minimum monthly spend which is the same or higher than your original contracted spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Mobile Accelerate BYO Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your Device Plan Credit (if applicable) will no longer apply.
If you move from your Mobile Accelerate Plan to another Telstra plan (including a Mobile Accelerate BYO Plan) with a minimum monthly spend which is lower than your original contracted spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Mobile Accelerate BYO Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your Device Plan Credit (if applicable) will no longer apply.

### Early termination charges (ETC)

- 23.33 If, before the expiration of the minimum term of your Mobile Accelerate Plan your Mobile Accelerate Plan is cancelled (other than due to our material breach) you will need to pay us an ETC and pay the balance of your DPC (if applicable).
- 23.34 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this Part B of the Telstra Mobile Section of Our Customer Terms.
- 23.35 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)
	24 months
Mobile Accelerate Plan \$30	\$360

### Our Customer Terms

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

Mobile Accelerate Plan \$40	\$480
Mobile Accelerate Plan \$55	\$660
Mobile Accelerate Plan \$70	\$840
Mobile Accelerate Plan \$95	\$1,140
Mobile Accelerate Plan \$130	\$1,560

### At the end of your minimum term

23.36 At the end of your minimum term your service will, subject to this clause, remain on your chosen Mobile Accelerate Plan, however you will no longer be entitled to any Device Plan Credit. You cannot move to another Mobile Accelerate Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Mobile Accelerate Plan is no longer available for new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Plan charges and monthly call and data allowances

23.37 The plan charges, monthly call and data allowances and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Mobile Accelerate Plan minimum monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Mobile Accelerate Plan \$30	Mobile Accelerate Plan \$40	Mobile Accelerate Plan \$55	Mobile Accelerate Plan \$70	Mobile Accelerate Plan \$95	Mobile Accelerate Plan \$130
Minimum monthly spend	\$30	\$40	\$55	\$70	\$95	\$130
Minimum cost	\$720	\$960	\$1,320	\$1,680	\$2,280	\$3,120
Included value for eligible calls	\$300	\$400	\$550	\$700	\$950	Unlimited for eligible calls
Unlimited Nights (7pm – 7am)		N	YES	N/A		
Unlimited Weekends		Ν	YES	N/A		

# Part B – Old consumer pricing plans that are no longer available for new connections

	Mobile Accelerate Plan \$30	Mobile Accelerate Plan \$40	Mobile Accelerate Plan \$55	Mobile Accelerate Plan \$70	Mobile Accelerate Plan \$95	Mobile Accelerate Plan \$130
Monthly data allowance to use in Australia	200MB	300MB	500MB	1.5GB	2.5GB	3GB
Billing increment		N/A				
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)		Unlimited for eligible calls				
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers		Unlimited for eligible calls				
National SMS rate to standard Australian mobile numbers	\$0					
MessageBank retrieval (charged per 60 second block or part)	\$0.99			Unlimited		

# Part B – Old consumer pricing plans that are no longer available for new connections

	Mobile Accelerate Plan \$30	Mobile Accelerate Plan \$40	Mobile Accelerate Plan \$55	Mobile Accelerate Plan \$70	Mobile Accelerate Plan \$95	Mobile Accelerate Plan \$130		
MessageBank Plus	\$5 per month (optional)			Included (for iPhone customers only)				
Excess data rate for use in Australia	\$0.03/MB or \$10/GB if you've chosen Extra Data (to be used before the end of your billing month) (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)							
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.							

### **Our Customer Terms**

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 24 Mobile Accelerate BYO Plans

### Not available to new and recontracting customers on and from 12 May 2015

### Eligibility

- 24.1 You will be eligible to take up a Mobile Accelerate BYO Plan on and from 4 March 2014 if you are a new customer or an existing customer with a 13 digit account number. Mobile Accelerate Plans are not available for new or recontracting customers on and from 12 May 2015.
- 24.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 24.3 You need to bring your own (BYO) or purchase a Telstra Mobile Network compatible handset to take up this plan. Be sure to check that your handset supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding, to ensure you get the best possible experience on the Telstra Mobile Network. Check your device manual or manufacturer's website. See telstra.com/device for more information.

### Availability

- 24.4 Mobile Accelerate BYO Plans are available until they are withdrawn by us. The available Mobile Accelerate BYO Plans are described in clause **24.33**.
- 24.5 If you want to connect your existing Telstra mobile service to a Mobile Accelerate BYO Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

### **Plan Options**

24.6 Mobile Accelerate BYO Plans will be offered with a minimum term of 12 or 24 months.

### **Telstra Upgrade Options**

24.7 Mobile Accelerate BYO Plans – 24 month, are eligible for a Telstra Upgrade option. The Telstra Upgrade option terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

### Payment and Eligible Calls

- 24.8 Your Mobile Accelerate BYO Plan will include a monthly call allowance to use toward eligible calls ("**call allowance**"), as well as a monthly data allowance to use in Australia ("**data allowance**").
- 24.9 Each month you must pay us the minimum monthly spend for the Mobile Accelerate BYO Plan you take up. You will also need to pay for all eligible calls made over your call

### Part B – Old consumer pricing plans that are no longer available for new connections

allowance (where applicable), for all calls that are not eligible calls, and for all data use in excess of your data allowance and usage not included in your allowances.

The total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130 per month.

- 24.10 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video);
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 24.11 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) call diversions to international numbers;
  - (g) reverse charge calls;

## Part B – Old consumer pricing plans that are no longer available for new connections

- (h) third party content charges, WAP, GRPS and data usage;
- (i) information calls; and
- (j) any other calls determined by us not to be eligible calls.

### **Unlimited Nights and Unlimited Weekends**

- 24.12 Some Mobile Accelerate BYO Plans come with an 'Unlimited Nights' feature ("Unlimited Nights"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 24.10) that commence between 7pm and 7am local time every day.
- 24.13 Some Mobile Accelerate BYO Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 24.10) that commence between midnight on Friday and midnight on Sunday.
- 24.14 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

#### **Data Allowance**

- 24.15 You will not pay for data usage within the monthly data allowance.
- 24.16 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.03/MB or part thereof. Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Regardless of whether you have opted into Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 20.19 20.20 below for more information on Peace of Mind data.
- 24.17 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.
- 24.18 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly charge. Unused data allowance expires each month. You can cancel your Data Pack at any time. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly data allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current in-market Data Pack.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Peace of Mind data

- 24.19 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 24.20 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Electronic Billing and Payment**

- 24.21 Your Mobile Accelerate BYO Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 24.22 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 24.23 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 24.24 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

24.25 The Mobile Accelerate BYO Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

24.26 Our FairPlay Policy applies to your Mobile Accelerate BYO Plan.

Part B – Old consumer pricing plans that are no longer available for new connections

#### Changing your plan monthly spend or plan

- 24.27 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Mobile Accelerate BYO Plan minimum term, you may do so only while Mobile Accelerate BYO Plans are available for new and recontracting customers. If the Mobile Accelerate BYO Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 24.28 You may change your Mobile Accelerate BYO Plan minimum monthly spend (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms
If you have a Mobile Accelerate BYO Plan, and move to a Mobile Accelerate BYO Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro- rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances.
If you have a Mobile Accelerate BYO Plan, and move to a Mobile Accelerate BYO Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Mobile Accelerate BYO Plan to another Telstra plan (including a Mobile Accelerate Plan) with a minimum monthly spend which is the same or higher than your original contract spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to a Mobile Accelerate Plan, you will receive the full monthly call allowance of your new plan.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Mobile Accelerate BYO Plan to another Telstra plan (including a Mobile Accelerate Plan) with a minimum monthly spend lower than your original contract spend level	You will need to restart your minimum term if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to a Mobile Accelerate Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).

#### Early termination charges (ETC)

- 24.29 If, before the expiration of the minimum term of your Mobile Accelerate BYO Plan your Mobile Accelerate BYO Plan is cancelled (other than due to our material breach) you will need to pay us an ETC.
- 24.30 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this Part B of the Telstra Mobile Section of Our Customer Terms.
- 24.31 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)	
	12 months	24 months
Mobile Accelerate BYO Plan \$45	\$270	\$540
Mobile Accelerate BYO Plan \$55	\$330	\$660
Mobile Accelerate BYO Plan \$70	\$420	\$840
Mobile Accelerate BYO Plan \$95	\$570	\$1,140

#### At the end of your minimum term

24.32 At the end of your minimum term your service will, subject to this clause, remain on your chosen Mobile Accelerate BYO Plan. You cannot move to another Mobile Accelerate BYO Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Mobile Accelerate BYO Plan is no longer available to new or recontracting customers, we may roll your service over to any other

## Part B – Old consumer pricing plans that are no longer available for new connections

current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Plan charges and monthly call and data allowances

24.33 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Mobile Accelerate BYO Plan minium monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Mobile Accelerate BYO Plan \$45	Mobile Accelerate BYO Plan \$55	Mobile Accelerate BYO Plan \$70	Mobile Accelerate BYO Plan \$95
Minimum monthly spend	\$45	\$55	\$70	\$95
Minimum cost 12/24 months	\$540/\$1,080	\$660/\$1,320	\$840/\$1,680	\$1,140/\$2,280
Included value for eligible calls	\$550	\$700	\$950	Unlimited for eligible calls
Unlimited Nights (7pm- 7am)	NO		YES	N/A
Unlimited Weekends	Ν	0	YES	N/A
Monthly data allowance to use in Australia	500MB	1.5GB	2.5GB	3GB
Billing increment	60 seconds		N/A	
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99		Unlimited for eligible calls	
Call connection fee for eligible voice and video calls to standard	\$0.40		Unlimited for eligible calls	

# Part B – Old consumer pricing plans that are no longer available for new connections

	Mobile Accelerate BYO Plan \$45	Mobile Accelerate BYO Plan \$55	Mobile Accelerate BYO Plan \$70	Mobile Accelerate BYO Plan \$95
Australian fixed and mobile numbers				
National SMS rate to standard Australian mobile numbers		Unlir	nited	
MessageBank retrieval (charged per 60 second block or part)	\$0.99	Unlimited		
MessageBank Plus	\$5 per mth (optional)	Included		
Excess data rate for use in Australia	\$0.03/MB or \$10/GB if you've chosen Extra Data (to be used before the end of your billing month) (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.			

### 25 Mobile Accelerate Data Share Packages

Not available to new and recontracting customers on and from 12 May 2015

#### What is the Mobile Accelerate Data Share Package

- 25.1 The Mobile Accelerate Data Share Package (Data Share Package) includes:
  - (a) a Mobile Accelerate Plan Data Share for your Telstra mobile phone service (**Data Share Plan**); and
  - (b) one Telstra Data Share SIM Plan for your data-only SIM service(s) (**Data Share SIM Plan**) linked to your Data Share Plan.
- 25.2 Data Share Packages will be offered with a minimum term of 24 months.
- 25.3 You can share the monthly data allowance that comes with your Data Share Plan and Data Share SIM Plan(s) with:
  - (a) services forming part of your Data Share Package; and
  - (b) other Data Share Packages, Data Share BYO Packages, Data Share SIM Plans, Every Day Connect Data Share Plans, Every Day Connect Data Share BYO

## Part B – Old consumer pricing plans that are no longer available for new connections

Plans, Shared Data Packs and Go Mobile, Go Mobile BYO, Go Mobile Casual Plans, on your single account while in Australia (**Eligible Data Share Services**).

#### **Data Share SIM Plan**

- 25.4 Each Data Share SIM Plan includes a monthly data allowance of 100MB. You will not pay for data usage within the monthly data allowance for your Data Share SIM Plan.
- 25.5 Notwithstanding clauses **6.6** and **6.7**, from 12 May 2015 you do not require a Data Share SIM Plan; you can cancel it at any time and still continue sharing data with Eligible Data Share Services.
- 25.6 You must have at least one Data Share SIM Plan connected to your Data Share Package at all times.
- 25.7 Subject to clause **25.6**, you can cancel your Data Share SIM Plan at any time.
- 25.8 If your Data Share Plan is cancelled, any Data Share SIM Plans connected to your Data Share Plan will be cancelled.
- 25.9 For an additional monthly fee of \$10 per month or such other fee associated with the current Data Share SIM(s) available at the time, you may at any time add an additional Data Share SIM Plan to your Data Share Package. You can have up to five Data Share SIM Plans per Data Share Package.
- 25.10 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.03/MB (or part thereof). Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 21.14 21.15 below for more information on Peace of Mind data.
- 25.11 Any unused data allowance as well as Extra Data, if applicable, will expire at the end of each billing month.
- 25.12 \$5/mth Data Share SIM Plans and \$10/mth Data Share SIM Plans are not capable of making outbound voice calls or sending SMS.
- 25.13 If you have a \$5/mth Data Share SIM Plan or \$10/mth Data Share SIM Plan, the SIM connected to your Data Share SIM Plan must only be used in a data-only device (such as a tablet) and must not be used in a mobile handset to access the Telstra Mobile Network.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Peace of Mind data

- 25.14 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 25.15 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### Eligibility

25.16 You will be eligible to take up a Data Share Package if you are a new customer or an existing customer whose account is on our new customer care and billing system. If you have a 13 digit account number your account is on our new system.

#### Availability

- 25.17 Data Share Packages are available on and from 4 March 2014, until they are withdrawn by us.
- 25.18 If you want to connect your existing Telstra mobile service to a Data Share Plan or Data Share SIM Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

#### **Telstra Upgrade Options**

25.19 Mobile Accelerate Data Share Plans – 24 month, are eligible for a Telstra Upgrade option. The Telstra Upgrade Option terms and conditions are set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile Section of Our Customer Terms.</u>

#### **Device Options**

- 25.20 If you take up a Data Share Plan, you must also purchase an eligible device on a 24 month Device Payment Contract ("**DPC**").
- 25.21 Your Data Share SIM Plans are also compatible with a DPC but a Device Plan Credit may not be available.
- 25.22 The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>.

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

#### **Data Share Plans - Payment and Eligible Calls**

- 25.23 Your Data Share Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance") as set out in clause 25.52.
- 25.24 Each month for your minimum term (24 months) you must pay us the minimum monthly spend for the Data Share Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, for all data use in excess of your data allowance and for usage not included in your allowances.

The total of your minimum monthly spend for the Data Share Plan and charges for eligible calls (as defined below) over the call allowance for that Data Share Plan will not exceed \$130 per month.

- 25.25 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 25.26 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);

### Part B – Old consumer pricing plans that are no longer available for new connections

- (d) voice and video calls, and text, picture and video messages to international numbers;
- (e) call diversions to international numbers;
- (f) all use (such as calls made and received) while overseas;
- (g) reverse charge calls;
- (h) third party content charges, WAP, GRPS and data usage;
- (i) information calls; and
- (j) any other calls determined by us not to be eligible calls.

#### **Data Share Plans - Unlimited Nights and Unlimited Weekends**

- 25.27 Some Data Share Plans come with an 'Unlimited Nights' feature (**"Unlimited Nights"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **25.25**) that commence between 7pm and 7am local time every day.
- 25.28 Some Data Share Plans come with an 'Unlimited Weekends' feature (**"Unlimited Weekends"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **25.25**) that commence between midnight on Friday and midnight on Sunday.
- 25.29 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

#### **Data Share Plans - Data Allowance**

- 25.30 You will not pay for data usage within the monthly data allowance for your Data Share Plan.
- 25.31 From 12 May 2015, once you have used your shared monthly data allowance you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.03/MB (or part thereof). Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 21.33 21.34 below for more information on Peace of Mind data.

Part B – Old consumer pricing plans that are no longer available for new connections

25.32 Any unused data allowance and Extra Data, if applicable, will expire at the end of each billing month.

#### Peace of Mind data

- 25.33 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 25.34 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Data Share Plans - Device Plan Credit**

- 25.35 If you:
  - (a) purchase an eligible device on a 24 month Device Payment Contract ("**DPC**"); and
  - (b) your Data Share Plan and your DPC commence on the same day,

you will receive a Device Plan Credit each month for the minimum term of your Data Share Plan.

- 25.36 The monthly device repayments (if any) on your bill are after the Device Plan Credit has been applied.
- 25.37 If you cancel your Data Share Plan or your DPC, you will no longer be entitled to the Device Plan Credit and you must pay the remaining device repayments in addition to any early termination charge ("**ETC**") for your plan.
- 25.38 We will tell you the amount of the Device Plan Credit when you take up your Data Share Plan and eligible DPC.
- 25.39 You can take up a DPC for a compatible SIM-ready data only device on a Data Share SIM Plan but a Device Plan Credit may not be available on the Data Share SIM Plan.

#### **Electronic Billing and Payment**

25.40 Your Mobile Accelerate Data Share Package requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 25.41 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 25.42 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bills and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 25.43 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

25.44 The Data Share Packages are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

25.45 Our FairPlay Policy applies to your Data Share Package.

#### Changing your plan monthly spend or plan

- 25.46 We may allow you to change your original monthly spend or move to another in-market plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Data Share Plan minimum term, you may do so only if the Data Share Plans are available for new and recontracting customers. If the Data Share Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 25.47 You may change your Data Share Plan minimum monthly spend or move to a Mobile Accelerate Plan (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms
If you have a Data Share Plan, and move to a Data Share Plan with a minimum	You will not need to restart your minimum term. In the month that you change your plan, your call rates and

# Part B – Old consumer pricing plans that are no longer available for new connections

monthly spend higher than your original contracted spend level	monthly spend will be adjusted on a pro- rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your Device Plan Credit (if applicable) will not increase.
If you have a Data Share Plan, and move to a Data Share Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination chargeand a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your Device Plan Credit (if applicable) will no longer apply.
If you move from your Data Share Plan to another Telstra plan (including a Mobile Accelerate Data Share BYO Plan) with a minimum monthly spend which is the same or higher than your original contracted spend level (other than movements to Mobile Accelerate plans as described below)	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Mobile Accelerate Data Share BYO Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015) and may need to pay an early termination charge. Your Device Plan Credit (if applicable) will no longer apply.
If you move from your Data Share Plan to another Telstra plan (including a Mobile Accelerate Data Share BYO Plan) with a minimum monthly spend which is lower than your original contracted spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

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	to a Mobile Accelerate Data Share BYO Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your Device Plan Credit (if applicable) will no longer apply.
If you move from a Data Share Plan to a Mobile Accelerate Plan with a minimum monthly spend which is the same as or higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro- rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your Device Plan Credit (if applicable) will not increase.

#### Early termination charges (ETC)

- 25.48 If, before the expiration of the minimum term of your Data Share Plan your Data Share Plan is cancelled (other than due to our material breach) you will need to pay us an ETC and pay the balance of your DPC (if applicable).
- 25.49 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this Part B of the Telstra Mobile Section of Our Customer Terms.
- 25.50 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)
	24 months
Data Share Plan \$55	\$660
Data Share Plan \$70	\$840
Data Share Plan \$95	\$1,140
Data Share Plan \$130	\$1,560

#### At the end of your minimum term

25.51 At the end of your minimum term your service will, subject to this clause, remain on your chosen Data Share Plan, however you will no longer be entitled to any Device Plan Credit. You cannot move to another Data Share Plan or Mobile Accelerate Plan unless the plans are still available to new and recontracting customers and you recontract for

## Part B – Old consumer pricing plans that are no longer available for new connections

another minimum term. If your Data Share Plan is no longer available for new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Plan charges and monthly call and data allowances

25.52 The plan charges, monthly call and data allowances and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Data Share Plan minimum monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Data Share Package \$65 = Data Share Plan \$55 + Data Share SIM Plan \$10	Data Share Package \$80 = Data Share Plan \$70 + Data Share SIM Plan \$10	Data Share Package \$105 = Data Share Plan \$95 + Data Share SIM Plan \$10	Data Share Package \$140 = Data Share Plan \$130 + Data Share SIM Plan \$10
	Data Share Plan \$55	Data Share Plan \$70	Data Share Plan \$95	Data Share Plan \$130
Minimum monthly spend	\$55	\$70	\$95	\$130
Minimum cost (including \$10 Data Share SIM)	\$1,560	\$1,920	\$2,520	\$3,360
Included value for eligible calls	\$550	\$700	\$950	Unlimited for eligible calls
Unlimited Nights (7pm – 7am)	NO	NO	YES	N/A
Unlimited Weekends	NO	NO	YES	N/A
Monthly data allowance to use in Australia	500MB	1.5GB	2.5GB	3GB
Billing increment	60 seconds		N/A	

# Part B – Old consumer pricing plans that are no longer available for new connections

Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99 Unlimited for eligible calls		Unlimited for eligible calls
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40 Unlimited for eligible calls		•••••••••••••••••••••••••••••••••••••••
National SMS rate to standard Australian mobile numbers	Unlimited for eligible calls		
MessageBank retrieval (charged per 60 second block or part)	\$0.99 Unlimited		
MessageBank Plus	\$5 per month (optional) Included (for iPhone customers only)		ners only)
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.03/MB if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)		
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.		
	Data Share SIM Plan \$10		
Minimum monthly spend	\$10		
Monthly data allowance to use in Australia	100MB		
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.03/MB if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)		

## Part B – Old consumer pricing plans that are no longer available for new connections

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

### 26 Mobile Accelerate Data Share BYO Packages

Not available to new or recontracting customers on and from 12 May 2015

#### What is the Mobile Accelerate Data Share BYO Package

- 26.1 The Mobile Accelerate Data Share BYO Package (**Data Share BYO Package**) includes:
  - (a) a Mobile Accelerate BYO Plan Data Share for your Telstra mobile phone service (**Data Share BYO Plan**); and
  - (b) one Telstra Data Share SIM Plan for your data-only SIM service(s) (**Data Share SIM Plan**) linked to your Data Share BYO Plan.
- 26.2 Data Share BYO Packages will be offered with a minimum term of 12 or 24 months.
- 26.3 You can share the monthly data allowance that comes with your Data Share BYO Plan and Data Share SIM Plan(s) with:
  - (a) services forming part of your Data Share BYO Package; and
  - (b) other Data Share Packages, Data Share BYO Packages, Data Share SIM Plans,
     Every Day Connect Data Share Plans, Every Day Connect Data Share BYO
     Plans, Shared Data Packs and Go Mobile, Go Mobile Casual and Go Mobile BYO
     Plans, on your single account while in Australia (Eligible Data Share Services).

#### Data Share SIM Plan

- 26.4 Each Data Share SIM Plan includes a monthly data allowance of 100MB. You will not pay for data usage within the monthly data allowance for your Data Share SIM Plan.
- 26.5 Notwithstanding clauses **7.6** and **7.7**, from 12 May 2015 you do not require a Data Share SIM Plan; you can cancel it at any time and still continue sharing data with Eligible Data Share Services.
- 26.6 You must have at least one Data Share SIM Plan connected to your Data Share BYO Package at all times.
- 26.7 Subject to clause **26.6**, you can cancel your Data Share SIM Plan at any time.
- 26.8 If your Data Share BYO Plan is cancelled, any Data Share SIM Plans connected to your Data Share BYO Plan will be cancelled.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

- 26.9 For an additional monthly fee of \$10 per month or such other fee associated with the current Data Share SIM(s) available at the time, you may at any time add an additional Data Share SIM Plan to your Data Share BYO Package. You can have up to five Data Share SIM Plans per Data Share BYO Package.
- 26.10 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Extra Data will be shared with any Eligible Data Share Services on your account and will expire at the end of your billing month. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.03/MB (or part thereof). Regardless of whether you have opted out of Extra Data, you must pay to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 22.14 22.15 below for more information on Peace of Mind data.
- 26.11 Any unused data allowance and Extra Data, if applicable, will expire at the end of each billing month.
- 26.12 \$5/mth Data Share SIM Plans and \$10/mth Data Share SIM Plans are not capable of making outbound voice calls or sending SMS.
- 26.13 If you have a \$5/mth Data Share SIM Plan or a \$10/mth Data Share SIM Plan, the SIM connected to your Data Share SIM Plan must only be used in a data-only device (such as a tablet) and must not be used in a mobile handset to access Telstra's mobile network.

#### Peace of Mind data

- 26.14 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 26.15 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### Eligibility

26.16 You will be eligible to take up a Data Share BYO Package if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system.

### Part B – Old consumer pricing plans that are no longer available for new connections

#### Availability

- 26.17 Data Share BYO Packages are available on and from 4 March 2014, until they are withdrawn by us.
- 26.18 If you want to connect your existing Telstra mobile service to a Data Share BYO Plan or Data Share SIM Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

#### **Telstra Upgrade Options**

26.19 Mobile Accelerate Data Share BYO Plans - 24 month, are eligible for a Telstra Upgrade option. The Telstra Upgrade option terms and conditions are set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Device Options**

- 26.20 You need to bring your own (BYO) or purchase a Telstra Mobile Network compatible handset to take up this plan. Be sure to check that your device supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding, to ensure you get the best possible experience on the Telstra Mobile Network. Check your device manual or manufacturer's website. See telstra.com/device for more information.
- 26.21 Your Data Share SIM Plans are also compatible with a Device Payment Contract (**DPC**).
- 26.22 The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>.

#### **Data Share BYO Plans - Payment and Eligible Calls**

- 26.23 Your Data Share BYO Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance") as set out in clause 26.48.
- 26.24 Each month you must pay us the minimum monthly spend for the Data Share BYO Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, and for all data use in excess of your data allowance and usage not included in your allowances.
- 26.25 The total of your minimum monthly spend for the Data Share BYO Plan and charges for eligible calls (as defined below) over the call allowance for that Data Share BYO Plan will not exceed \$130.
- 26.26 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);

# Part B – Old consumer pricing plans that are no longer available for new connections

- (b) most '12' calls;
- (c) all '11' calls;
- (d) all '13' calls (6 and 10 digit);
- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank diversion and retrieval charges (voice and video);
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 26.27 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) call diversions to international numbers;
  - (g) reverse charge calls;
  - (h) third party content charges, WAP, GRPS and data usage;
  - (i) information calls; and
  - (j) any other calls determined by us not to be eligible calls.

#### Data Share BYO Plans - Unlimited Nights and Unlimited Weekends

26.28 Some Data Share BYO Plans come with an 'Unlimited Nights' feature (**"Unlimited Nights"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **26.26**) that commence between 7pm and 7am local time every day.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 26.29 Some Data Share BYO Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 26.26) that commence between midnight on Friday and midnight on Sunday.
- 26.30 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

#### Data Share BYO Plans - Data Allowance

- 26.31 You will not pay for data usage within the monthly data allowance for your Data Share Plan, as set out in clause **26.48**.
- 26.32 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Extra Data will be shared with any Eligible Data Share Services on your account.If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.03/MB or part thereof. Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 22.34 22.35 below for more information on Peace of Mind data.
- 26.33 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.

#### Peace of Mind data

- 26.34 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 26.35 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Electronic Billing and Payment**

26.36 Your Mobile Accelerate Data Share BYO Package requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 26.37 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 26.38 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 26.39 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

26.40 The Data Share BYO Packages are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

26.41 Our FairPlay Policy applies to your Data Share BYO Package.

#### Changing your plan monthly spend or plan

- 26.42 We may allow you to change your original monthly spend or move to another in-market plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Data Share BYO Plan minimum term, you may do so only if the Data Share BYO Plans are available for new and recontracting customers. If the Data Share BYO Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 26.43 You may change your Data Share BYO Plan minimum monthly spend or move to an Mobile Accelerate BYO Plan (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms

# Part B – Old consumer pricing plans that are no longer available for new connections

If you have a Data Share BYO Plan, and move to a Data Share BYO Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances.
If you have a Data Share BYO Plan, and move to a Data Share BYO Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Data Share BYO Plan to another Telstra plan (including a Data Share Plan) with a minimum monthly spend which is the same or higher than your original contract spend level (other than movements to Mobile Accelerate BYO plans as described below)	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to a Mobile Accelerate Data Share Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015) and may need to pay an early termination charge.
If you move from your Data Share BYO Plan to another Telstra plan (including a Data Share Plan) with a minimum monthly spend lower than your original contract spend level	You will need to restart your minimum term if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to a Data Share Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).

## Part B – Old consumer pricing plans that are no longer available for new connections

If you move from aData Share BYO Plan to a Mobile Accelerate BYO Plan with a minimum monthly spend which is the same or higher than your original contract spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data
<b>č</b>	
original contract spend level	new plan and you will receive the full amount of your new monthly included call and data
	allowances. Your Device Plan Credit (if
	applicable) will not increase.

#### Early termination charges (ETC)

- 26.44 If, before the expiration of the minimum term of your Data Share BYO Plan your Data Share BYO Plan is cancelled (other than due to our material breach) you will need to pay us an ETC.
- 26.45 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this Part B of the Telstra Mobile Section of Our Customer Terms.
- 26.46 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)		
	12 months	24 months	
Data Share BYO Plan \$45	\$270	\$540	
Data Share BYO Plan \$55	\$330	\$660	
Data Share BYO Plan \$70	\$420	\$840	
Data Share BYO Plan \$95	\$570	\$1,140	

#### At the end of your minimum term

26.47 At the end of your minimum term your service will, subject to this clause, remain on your chosen Data Share BYO Plan. You cannot move to another Data Share BYO Plan or Mobile Accelerate BYO Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Data Share BYO Plan is no longer available to new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Plan charges and monthly call and data allowances

26.48 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Data Share BYO Plan minimum monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Data ShareData ShareBYO PackageBYO Package\$55 = Data\$65 = DataShare BYOShare BYOPlan \$45 +Plan \$55 +Data ShareData ShareSIM Plan \$10SIM Plan \$10		Data Share BYO Package \$80 = Data Share BYO Plan \$70 + Data Share SIM Plan \$10	Data Share BYO Package \$105 = Data Share BYO Plan \$95 + Data Share SIM Plan \$10
	Data Share BYO Plan \$45	Data Share BYO Plan \$55	Data Share BYO Plan \$70	Data Share BYO Plan \$95
Minimum monthly spend	\$45	\$55	\$70	\$95
Minimum cost (including \$10 Data Share SIM) 12/24 months	\$660/\$1,320	\$780/\$1,560	\$960/\$1,920	\$1,260/\$2,520
Included value for eligible calls	\$550	\$700	\$950	Unlimited for eligible calls
Unlimited Nights (7pm- 7am)	Ν	NO		N/A
Unlimited Weekends	NO		YES	N/A
Monthly data allowance to use in Australia	500MB	1.5GB	2.5GB	3GB
Billing increment		N/A		
Call charges for eligible voice and video calls to standard Australian fixed and		Unlimited for eligible calls		

# Part B – Old consumer pricing plans that are no longer available for new connections

mobile numbers (charged per 60 second block or part)				
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40 Unlimited fo eligible calls			
National SMS rate to standard Australian mobile numbers		Unlimited		
MessageBank retrieval (charged per 60 second block or part)	\$0.99	Unlimited		
MessageBank Plus	\$5 per mth (optional) Included (for iPhone customers only)			
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.03/MB if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.			
		Data Share SIM Plan \$10		
Minimum monthly spend	\$10			
Monthly data allowance to use in Australia	100MB			
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.03/MB (or part thereof) if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			

When calculating data volumes:

(a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;

(b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 27 Telstra Mobile Broadband Explorer Plans

#### Not available to new and recontracting customers on and from 12 May 2015

#### Eligibility

- 27.1 You are only eligible to take up a Telstra Mobile Broadband Explorer Plan from 5 August 2014 if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system.
- 27.2 To be eligible for a Telstra Mobile Broadband Explorer Plan you must:
  - (a) bring your own non BigPond branded Telstra Mobile Network SIM ready compatible device; or
  - (b) purchase a Telstra Mobile Network compatible device on a 24 month Device Payment Contract ("DPC"), on a 24 month plan. The DPC terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 27.3 The Telstra Mobile Broadband Explorer Plan is supplied for the predominant purpose of personal, domestic or household use. You acknowledge that you will not use the Telstra Mobile Broadband Explorer Plan for the predominant purpose of business use.

#### Availability

- 27.4 The Telstra Mobile Broadband Explorer Plan is only available with a 12 or 24 month minimum term.
- 27.5 Telstra Mobile Broadband Explorer Plans are available until they are withdrawn by us. The available Telstra Mobile Broadband Explorer Plans are described in clause **8.31**.

#### Payment and Eligible use

- 27.6 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.
- 27.7 You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over the TelstraMobile Network with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.
- 27.8 Each month for the minimum term, you must pay us your minimum monthly spend ("Original Commitment"), plus any calls and SMS that are made as well as all excess data usage beyond your Included Data Allowance at a rate of \$0.03/MB or part thereof. Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (**Extra Data**).

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

Regardless of whether you have opted into Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month per service ("**Excess Cap**"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 23.12 - 23.13 below for more information on Peace of Mind data.

- 27.9 Your Included Data Allowance and any unused Extra Data, where applicable, expire at the end of each month.
- 27.10 You will not pay for data use that is included in your Included Data Allowance. Your Included Data Allowance excludes content charges (including 3rd party charges) and use while overseas. You must pay for any data use excluded from, or above, your Included Data Allowance.
- 27.11 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly charge. Unused data allowance expires each month. You can cancel your Data Pack at any time. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current in-market Data Pack.

#### Peace of Mind data

- 27.12 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 27.13 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Electronic Billing and Payment**

- 27.14 Your Telstra Mobile Broadband Explorer Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 27.15 Exemptions from these fees are available for:

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) Telstra Pensioner Discount customers;
- (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
- (c) Australian Government Health Care Card Holder customers; and
- (d) customers who do not have an email address or internet access.
- 27.16 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 27.17 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### **Telstra FairPlay Policy**

27.18 Our FairPlay Policy applies to your Telstra Mobile Broadband Explorer Plan.

#### **Device Plan Discount**

- 27.19 If you:
  - (a) purchase an eligible device on a 24 month DPC; and
  - (b) your Telstra Mobile Broadband Explorer Plan and your DPC have the same minimum term and commence on the same day,

you will receive a Device Plan Discount on your bill each month for the minimum term of your Telstra Mobile Broadband Explorer Plan.

- 27.20 The monthly device repayments (if any) on your bill are after the Device Plan Discount has been applied.
- 27.21 If you cancel your Telstra Mobile Broadband Explorer Plan or your DPC, you will no longer be entitled to the Device Plan Discount and you must pay the remaining device repayments in addition to any early termination charge ("**ETC**") for your plan.
- 27.22 The amount of the Device Plan Discount varies according to the value of your Telstra Mobile Broadband Explorer Plan and the particular device you have chosen.
- 27.23 We will tell you the amount of the Device Plan Discount when you take up your Telstra Mobile Broadband Explorer Plan and eligible DPC.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **Other Promotional offers**

27.24 Telstra Mobile Broadband Explorer Plans are not available with any other Telstra offers or promotions, unless we tell you otherwise.

#### Changing your monthly spend or plan

- 27.25 If, before the expiration of the minimum term of your Telstra Mobile Broadband Explorer Plan, your Telstra Mobile Broadband Explorer Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge and pay the balance of your Device Payment Contract (if applicable).
- 27.26 If, before the expiration of the minimum term of your Telstra Mobile Broadband Explorer Plan, you want to move to another Telstra plan (other than another Telstra Mobile Broadband Explorer Plan with the same or higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Device Payment Contract (if applicable).
- 27.27 If, before the expiration of the minimum term of your Telstra Mobile Broadband Explorer Plan, you move to another Telstra Mobile Broadband Explorer Plan with a lower minimum monthly spend, you may do so if that other plan is still available for recontracting. You will need to pay us a \$50 Early Recontracting Fee (not applicable from 12 May 2015) and restart your minimum term . You will need to pay us the balance of your Device Payment Contract (if applicable). In the month that you change your plan, your call rates, monthly spend and Device Plan Discount (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance. Your Device Plan Discount (if applicable) may cease.
- 27.28 If, before the expiration of the minimum term of your Telstra Mobile Broadband Explorer Plan, you move to another Telstra Mobile Broadband Explorer Plan with the same or higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term or pay an early termination charge. In the month that you change your plan, your call rates, monthly spend and Device Plan Discount (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance.

#### **Early Termination Charges**

27.29 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

27.30 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Telstra Mobile Broadband Explorer Plan	Base ETC – 12 Month Plans (incl. GST)	Base ETC – 24 Month Plans (incl. GST)
Telstra Mobile Broadband Explorer Plan 1GB \$25	\$150	\$300
Telstra Mobile Broadband Explorer Plan 4GB \$35	\$210	\$420
Telstra Mobile Broadband Explorer Plan 8GB \$55	\$330	\$660
Telstra Mobile Broadband Explorer Plan 15GB \$105	\$630	\$1,260
Telstra Mobile Broadband Explorer Plan 25GB \$165	\$990	\$1,980

27.31 If you have taken up a DPC, any Device Plan Discount you were receiving will end when your Telstra Mobile Broadband Explorer Plan is cancelled.

#### At the end of your minimum term

- 27.32 At the end of your minimum term your service will, subject to clause **8.30**, remain on your chosen Telstra Mobile Broadband Explorer Plan, however you will no longer be entitled to any Device Plan Discount. You cannot move to another Telstra Mobile Broadband Explorer Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 27.33 If your Telstra Mobile Broadband Explorer Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Plan charges and inclusions

27.34 The plan charges and inclusions for your plan are set out below, which are for use in Australia only. The terms and conditions for use while overseas are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. Any unused Included Data Allowance expires at the end of each month.

Telstra Telstr Mobile Mobil Broadband Broadba Explorer Explor Plan 1GB Plan 40 \$25 \$35	e Mobile and Broadband er Explorer	Telstra Mobile Broadband Explorer Plan 15GB \$105	Telstra Mobile Broadband Explorer Plan 25GB \$165
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**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum Monthly Spend	\$25	\$35	\$55	\$105	\$165
Minimum Monthly Term	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months
Monthly Included Data Allowance (calculated per KB)	1GB	4GB	8GB	15GB	25GB
Excess Data Usage	\$0.03/MB or \$10/GB if you've chosen Extra Data (to be used before the end of your billing month) (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)				

No data flagfall charges or data session fees apply.

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. To access SMS capability, your SIM card must be placed in a SMS capable device. Not all devices have this functionality.

As of 22 April 2020, your plan cannot be used to make or receive calls.

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

#### 28 Shared Data Packs

#### Not available to new and recontracting customers on and from 12 May 2015

- 28.1 For a monthly fee, Shared Data Packs include a monthly data allowance for use on a Telstra Mobile Network in Australia.
- 28.2 You can only purchase a Shared Data Pack if you also have a Mobile Accelerate Data Share Plan, Mobile Accelerate Data Share BYO Plan, Telstra Every Day Connect Data Share Plan or a Telstra Every Day Connect Data Share BYO Plan.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

- 28.3 After 12 May 2015, your existing Shared Data Pack will continue to apply (and count towards your shared monthly data allowance) however you will no longer be able to add more Shared Data Packs, change your Shared Data Pack value or reinstate your Shared Data Pack if you remove it.
- 28.4 The monthly fee and included monthly allowance for Shared Data Packs are set out in the tables below:

#### Shared Data \$5 \$15 \$30 \$60 Pack GST GST GST GST GST GST GST GST excl. incl. excl. incl. excl. incl. excl. incl. Monthly \$4.55 \$5.00 \$13.64 \$15.00 \$27.27 \$30.00 \$54.54 \$60.00 service fee Monthly included data 250MB 6GB allowance 1GB 3GB (calculated per KB)

#### Shared Data Packs available on and from 4 March 2014

Shared Data Pack	\$100		\$150		\$250	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$90.91	\$100.00	\$136.36	\$150.00	\$227.27	\$250.00
Monthly included data allowance (calculated per KB)	100	ЭB	15	GB	25	GB

### Shared Data Packs not available for new sales or customers changing between Shared Data Packs on and from 4 March 2014

Shared Data Pack	\$15		\$30		\$60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$13.64	\$15.00	\$27.27	\$30.00	\$54.54	\$60.00
Monthly included data allowance (calculated per KB)	10	ЭB	30	ЭB	80	ЭB

No flagfall charges or session fees apply.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)
- 28.5 The monthly data allowance in a Shared Data Pack can be shared between all services forming part of your Data Share Package or Data Share BYO Package (as applicable) associated with your Mobile Accelerate Data Share Plan or a Mobile Accelerate Data Share BYO Plan.
- 28.6 You may change the value of your Shared Data Pack once every 30 days. If you change the value of your Shared Data Pack more than once within a 30 day period, we may charge you a \$50 administration fee. After 12 May 2015, you will no longer be able to change your Shared Data Pack value.
- 28.7 If you change or cancel your Shared Data Pack during a month, the amount that you pay will be pro rated based on the number of days remaining in that billing cycle, but you will receive the full amount of your new monthly data allowance.
- 28.8 Shared Data Packs cannot be used for content charges or international roaming charges.
- 28.9 The monthly data allowance included in a Shared Data Pack which remains unused at the end of a month will expire.

#### 29 Telstra Tablet Plans

#### Not available to new and recontracting customers on and from 5 August 2014

#### Eligibility

- 29.1 You are only eligible to take up a Telstra Tablet Plan from 23 November 2012 if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system. Telstra Tablet Plans are not available for new or recontracting customers on and from 5 August 2014.
- 29.2 To be eligible for a Telstra Tablet Plan you must:
  - (a) bring your own Next G<sup>®</sup> compatible device; or
  - (b) purchase a Next G<sup>®</sup> compatible device on a 12 or 24 month Mobile Repayment Option ("MRO"), on a 12 or 24 month plan. The MRO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

### Part B – Old consumer pricing plans that are no longer available for new connections

29.3 The Telstra Tablet Plan is supplied for the predominant purpose of personal, domestic or household use. You acknowledge that you will not use the Telstra Tablet Plan for the predominant purpose of business use.

#### Availability

- 29.4 The Telstra Tablet Plan is only available with a 12 or 24 month minimum term.
- 29.5 Telstra Tablet Plans are available until they are withdrawn by us. The available Telstra Tablet Plans are described in clause **29.28**.

#### Payment and Eligible use

- 29.6 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.
- 29.7 You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.
- 29.8 Each month for the minimum term, you must pay us your minimum monthly spend ("Original Commitment"), plus any calls and SMS that are made as well as all excess data usage beyond your Included Data Allowance. Your Included Data Allowance expires at the end of each month.
- 29.9 You will not pay for data use that is included in your Included Data Allowance. Your Included Data Allowance excludes content charges (including 3rd party charges) and use while overseas. You must pay for any data use excluded from, or above, your Included Data Allowance.
- 29.10 For data you use in excess of your Included Data Allowance, you must pay us the excess charges up to an excess cap amount of \$300 per month ("Excess Cap"). Amounts we charge you for the Minimum Monthly Spend and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.

#### **Electronic Billing and Payment**

- 29.11 Your Telstra Tablet Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 29.12 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;

### Part B – Old consumer pricing plans that are no longer available for new connections

- (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
- (c) Australian Government Health Care Card Holder customers; and
- (d) customers who do not have an email address or internet access.
- 29.13 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 29.14 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### **Telstra FairPlay Policy**

29.15 Our FairPlay Policy applies to your Telstra Tablet Plan.

#### **MRO Bonus**

- 29.16 If you:
  - (a) purchase an eligible device on a 12 or 24 month MRO; and
  - (b) your Telstra Tablet Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus on your bill each month for the minimum term of your Telstra Tablet Plan.

- 29.17 If you cancel your Telstra Tablet Plan or your MRO, you will no longer be entitled to the MRO Bonus.
- 29.18 The amount of the MRO bonus varies according to the value of your Telstra Tablet Plan and is described in clause **10.27**.

#### **Other Promotional offers**

29.19 Telstra Tablet Plans are not available with any other Telstra offers or promotions, unless we tell you otherwise.

#### Changing your monthly spend or plan

29.20 If, before the expiration of the minimum term of your Telstra Tablet Plan, your Telstra Tablet Plan is cancelled (other than due to our material breach) you will need to pay us an

### Part B – Old consumer pricing plans that are no longer available for new connections

early termination charge and pay the balance of your Mobile Repayment Option (if applicable).

- 29.21 If, before the expiration of the minimum term of your Telstra Tablet Plan, you want to move to another Telstra plan (other than another Telstra Tablet Plan with the same or higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 29.22 If, before the expiration of the minimum term of your Telstra Tablet Plan, you move to another Telstra Tablet Plan with a lower minimum monthly spend, you may do so if that other plan is still available for recontracting. You will need to pay us a \$50 Early Recontracting Fee and restart your minimum term. In the month that you change your plan, your call rates, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance. Your MRO bonus (if applicable) may cease.
- 29.23 If, before the expiration of the minimum term of your Telstra Tablet Plan, you move to another Telstra Tablet Plan with the same or higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term or pay an early termination charge. In the month that you change your plan, your call rates, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance.

#### **Early Termination Charges**

29.24 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

29.25 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Tablet Plan	Base ETC – 12 Month Plans (incl. GST)	Base ETC – 24 Month Plans (incl. GST)
Telstra Tablet 1GB Plan \$25	\$210	\$420
Telstra Tablet 4GB Plan \$35	\$294	\$588
Telstra Tablet 8GB Plan \$50	\$420	\$840
Telstra Tablet 15GB Plan \$95	\$684	\$1,368
Telstra Tablet 25GB Plan \$150	\$900	\$1,800

29.26 If you have taken up a MRO, any MRO Bonus you were receiving will end when your Telstra Tablet Plan is cancelled.

# Part B – Old consumer pricing plans that are no longer available for new connections

### At the end of your minimum term

29.27 At the end of your minimum term your service will, subject to clause **10.26**, remain on your chosen Telstra Tablet Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to another Telstra Tablet Plan unless the plans are still available for recontracting and you recontract for another minimum term.

If your Telstra Tablet Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

### Plan charges and inclusions

29.28 The plan charges and inclusions for your plan are set out below, which are for use in Australia only. The terms and conditions for use while overseas are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. Any unused Included Data Allowance expires at the end of each month.

	Telstra Tablet 1GB Plan \$25	Telstra Tablet 4GB Plan \$35	Telstra Tablet 8GB Plan \$50	Telstra Tablet 15GB Plan \$95	Telstra Tablet 25GB Plan \$150
	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum Monthly Spend	\$25	\$35	\$50	\$95	\$150
Minimum Monthly Term	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months
Monthly Included Data Allowance (calculated per KB)	1GB	4GB	8GB	15GB	25GB
MRO Bonus (if customer is eligible)	\$5	\$10	\$10	\$20	\$20
Excess Data Usage per MB (Charged per KB)	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

No data flagfall charges or data session fees apply.

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. To access SMS capability, your SIM card must be placed in anSMS capable device. Not all tablet devices have this functionality.

As of 22 April 2020, your plan cannot be used to make or receive calls.

When calculating data volumes:

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

### **30** Telstra Mobile Broadband Freedom<sup>®</sup> Plans

### Not available to new and recontracting customers on and from 5 August 2014

### Eligibility

- 30.1 You are only eligible to take up a Telstra Mobile Broadband Freedom Plan on and from 27 November 2012 if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system. Telstra Mobile Broadband Freedom<sup>®</sup> Plans are not available for new or recontracting customers on and from 5 August 2014.
- 30.2 To be eligible for a Telstra Mobile Broadband Freedom Plan you must:
  - (a) bring your own non-BigPond branded Next G<sup>®</sup> compatible device; or
  - (b) purchase a Next G<sup>®</sup> compatible device on a 12 or 24 month Mobile Repayment Option ("MRO"), on a 12 or 24 month plan. The MRO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 30.3 The Telstra Mobile Broadband Freedom Plan is supplied for the predominant purpose of personal, domestic or household use. You acknowledge that you will not use the Telstra Mobile Broadband Freedom Plan for the predominant purpose of business use.

### Availability

- 30.4 The Telstra Mobile Broadband Freedom Plan is only available with a 12 or 24 month minimum term.
- 30.5 Telstra Mobile Broadband Freedom Plans are available until they are withdrawn by us. The available Telstra Mobile Broadband Freedom Plans are described in clause **30.30**.

### Payment and Eligible use

- 30.6 To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet devices have this functionality.
- 30.7 You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other

Part R Old consumer pricing plans that

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.

- 30.8 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 30.9 Each month for the minimum term, you must pay us your minimum monthly spend ("Original Commitment"), plus any calls and SMS that are made as well as all excess data usage beyond your Included Data Allowance. Your Included Data Allowance expires at the end of each month.
- 30.10 You will not pay for data use that is included in your Included Data Allowance. Your Included Data Allowance excludes content charges (including 3rd party charges) and use while overseas. You must pay for any data use excluded from, or above, your Included Data Allowance.
- 30.11 For data you use in excess of your Included Data Allowance, you must pay us the excess charges up to an excess cap amount of \$300 per month ("Excess Cap"). Amounts we charge you for the Minimum Monthly Spend and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.

### **Electronic Billing and Payment**

- 30.12 Your Telstra Mobile Broadband Freedom Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 30.13 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 30.14 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 30.15 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Telstra FairPlay Policy**

30.16 Our FairPlay Policy applies to your Telstra Mobile Broadband Freedom Plan.

### **MRO Bonus**

30.17 If you:

- (a) purchase an eligible device on a 12 or 24 month MRO; and
- (b) your Telstra Mobile Broadband Freedom Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus on your bill each month for the minimum term of your Telstra Mobile Broadband Freedom Plan.

- 30.18 If you cancel your Telstra Mobile Broadband Freedom Plan or your MRO, you will no longer be entitled to the MRO Bonus.
- 30.19 The amount of the MRO bonus varies according to the value of your Telstra Mobile Broadband Freedom Plan and is described in clause **30.30**.

### **Other Promotional offers**

30.20 Telstra Mobile Broadband Freedom Plan is not available with any other Telstra offers or promotions, unless we tell you otherwise.

### Changing your monthly spend or plan

- 30.21 If, before the expiration of the minimum term of your Telstra Mobile Broadband Freedom Plan, your Telstra Mobile Broadband Freedom Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 30.22 If, before the expiration of the minimum term of your Telstra Mobile Broadband Freedom Plan, you want to move to another Telstra plan (other than another Telstra Mobile Broadband Freedom Plan with the same or higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 30.23 If, before the expiration of the minimum term of your Telstra Mobile Broadband Freedom Plan, you move to another Telstra Mobile Broadband Freedom Plan with a lower minimum monthly spend, you may do so if that other plan is still available for recontracting. You will need to pay us a \$50 Early Recontracting Fee and restart your minimum term. In the month that you change your plan, your call rates, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance. Your MRO bonus (if applicable) may cease.

# Part B – Old consumer pricing plans that are no longer available for new connections

30.24 If, before the expiration of the minimum term of your Telstra Mobile Broadband Freedom Plan, you move to another Telstra Mobile Broadband Freedom Plan with the same or higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term or pay an early termination charge. In the month that you change your plan, your call rates, included calls, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance.

### **Early Termination Charges**

30.25 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term	
--	--

30.26 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Mobile Broadband Freedom Plan	Base ETC – 12 Month Plans (incl. GST)	Base ETC – 24 Month Plans (incl. GST)
Telstra Mobile Broadband		
Freedom 1GB	\$210	\$420
Telstra Mobile Broadband		
Freedom 4GB	\$294	\$588
Telstra Mobile Broadband		
Freedom 8GB	\$420	\$840
Telstra Mobile Broadband		
Freedom 15GB	\$684	\$1,368
Telstra Mobile Broadband		
Freedom 25GB	\$900	\$1,800

30.27 If you have taken up a MRO, any MRO Bonus you were receiving will end when your Telstra Mobile Broadband Freedom Plan is cancelled.

### At the end of your minimum term

30.28 At the end of your minimum term your service will, subject to clause **30.29**, remain on your chosen Telstra Mobile Broadband Freedom Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to another Telstra Mobile Broadband Freedom Plan unless the plans are still available for recontracting and you recontract for another minimum term.

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# Part B – Old consumer pricing plans that are no longer available for new connections

30.29 If your Telstra Mobile Broadband Freedom Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Plan charges and inclusions

30.30 The plan charges and inclusions for your plan are set out below, which are for use in Australia only. The terms and conditions for use while overseas are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. Any unused Included Data Allowance expires at the end of each month.

	Telstra Mobile Broadbrand Freedom 1GB	Telstra Mobile Broadbrand Freedom 4GB	Telstra Mobile Broadbrand Freedom 8GB	Telstra Mobile Broadbrand Freedom 15GB	Telstra Mobile Broadbrand Freedom 25GB
	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum Monthly Spend	\$25	\$35	\$50	\$95	\$150
Minimum Monthly Term	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months	12 or 24 months
Monthly Included Data Allowance (calculated per KB)	1GB	4GB	8GB	15GB	25GB
MRO Bonus (if customer is eligible)	\$3	\$3	\$3	\$3	\$3
Excess Data Usage per MB (Charged per KB)	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

No data flagfall charges or data session fees apply.

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. To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet devices have this functionality.

## Part B – Old consumer pricing plans that are no longer available for new connections

As of 22 April 2020, your plan cannot be used to make or receive calls.

You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.

When calculating data volumes:

(a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;

(b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

### 31 Mobile Broadband Data Packs

#### Not available to new and recontracting customers on and from 5 August 2014

- 31.1 You can purchase a Mobile Broadband Data Pack to increase your monthly data allowance on a Telstra Tablet Plan or a Telstra Mobile Broadband Freedom Plan from 23 November 2012. Mobile Broadband Data Packs are not available for new or recontracting customers on and from 5 August 2014.
- 31.2 The Mobile Broadband Data Pack includes additional data allowance for use in Australia each month, for a monthly fee.

Mobile Broadband Data Pack	\$5		\$15		\$30		\$60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$4.55	\$5.00	\$13.64	\$15.00	\$27.27	\$30.00	\$54.55	\$60.00
Monthly included data allowance (calculated per KB)	250	MB	1GB		1GB 3GB		80	ЭB

We charge you the following for a Mobile Broadband Data Pack:

No flagfall charges or session fees apply.

When calculating data volumes:

available for new connections

Part B – Old consumer pricing plans that are no longer

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)
- 31.3 You may change the value of your Mobile Broadband Data Pack once every 30 days. If you change the value of your Mobile Broadband Data Pack more than once within a 30 day period, we may charge you a \$50 administration fee.
- 31.4 If you change or cancel your Mobile Broadband Data Pack during a month, the amount that you pay will be pro rated based on the number of days remaining in that billing cycle, but you will receive the full amount of your new monthly data allowance.
- 31.5 Mobile Broadband Data Packs cannot be used for content charges or international roaming charges.
- 31.6 Any volume of data included in a Data Pack or monthly browsing pack allowance which remains unused at the end of a month will not roll over for use in the next month.

### 32 Every Day Connect Plans

### Not available to new and recontracting customers on and from 4 March 2014

### Eligibility

- 32.1 You will be eligible to take up an Every Day Connect Plan on and from 3 July 2012 if you are a new customer or an existing customer whose account is on our new customer care and billing system. If you have a 13 digit account number your account is on our new system. Every Day Connect Plans are not available for new or recontracting customers on and from 4 March 2014.
- 32.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

### Availability

- 32.3 Every Day Connect Plans are available until they are withdrawn by us. The available Every Day Connect Plans are described in clause **32.48**.
- 32.4 If you want to connect your existing Telstra mobile service to an Every Day Connect Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

### **Plan Options**

32.5 Every Day Connect Plans will be offered with a minimum term of 12 or 24 months.

# Part B – Old consumer pricing plans that are no longer available for new connections

32.6 The Every Day Connect Plans are available with an eligible handset on a 12 or 24 month Mobile Repayment Option ("**MRO**") on a 12 or 24 month Every Day Connect Plan. The MRO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>.

### **Payment and Eligible Calls**

- 32.7 Your Every Day Connect Plan will include a monthly call allowance to use toward eligible calls ("**call allowance**"), as well as a monthly data allowance to use in Australia ("**data allowance**").
- 32.8 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Every Day Connect Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, for all data use in excess of your data allowance and for usage not included in your allowances.
- 32.9 On and from 21 December 2013, if you:
  - (a) connect or recontract to a new Every Day Connect Plan;
  - (b) change your existing Every Day Connect Plan (other than the Every Day Connect Plan \$130) to another Every Day Connect Plan; or
  - (c) move to an Every Day Connect Plan from an existing Data Share Plan,

then the total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130.

- 32.10 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;

### Part B – Old consumer pricing plans that are no longer available for new connections

- (h) national mobile originating text, picture and video messages; and
- any other calls determined as eligible by us. Our FairPlay policy applies. (i)
- 32.11 Call types that are not eligible calls include:
  - calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and (a) Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - most operator assisted calls not listed above as eligible calls (eg, 1223 is not an (c) eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) call diversions to international numbers;
  - (f) all use (such as calls made and received) while overseas;
  - (g) reverse charge calls;
  - third party content charges, WAP, GRPS and data usage; (h)
  - (i) information calls; and
  - (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

### **Unlimited Nights and Unlimited Weekends**

- Some Every Day Connect Plans come with an 'Unlimited Nights' feature ("Unlimited 32.12 Nights"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **32.9**) that commence between 7pm and 7am local time every day.
- 32.13 Some Every Day Connect Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **32.9**) that commence between midnight on Friday and midnight on Sunday.
- 32.14 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

### **Data Allowance**

32.15 You will not pay for data usage within the monthly data allowance.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

- 32.16 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.10/MB (or part thereof). Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Regardless of whether you have opted into Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 28.19 28.20 below for more information on Peace of Mind data.
- 32.17 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.
- 32.18 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly fee. Unused data allowance expires each month. You can cancel your Data Pack at any time. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly data allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current in-market Data Pack.

### Peace of Mind data

- 32.19 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 32.20 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### Handset Plan Credit

- 32.21 If you:
  - (a) purchase an eligible handset on a 24 month Mobile Repayment Option ("**MRO**"); and
  - (b) your Every Day Connect Plan and your MRO commence on the same day,

you will receive a Handset Plan Credit each month for the minimum term of your Every Day Connect Plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 32.22 The monthly handset repayments (if any) on your bill are after the Handset Plan Credit has been applied.
- 32.23 If you cancel your Every Day Connect Plan or your MRO, you will no longer be entitled to the Handset Plan Credit and you must pay the remaining handset repayments in addition to any early termination charge ("**ETC**") for your plan.
- 32.24 We will tell you the amount of the Handset Plan Credit when you take up your Every Day Connect Plan and eligible MRO.
- 32.25 Handset Plan Credit is not compatible with MRO Bonus credit.

### **MRO Bonus credit**

- 32.26 If you:
  - (a) purchase an eligible handset on a 12 or 24 month Mobile Repayment Option ("**MRO**"); and
  - (b) your Every Day Connect Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus credit on your bill each month for the minimum term of your Every Day Connect Plan.

- 32.27 Monthly handset repayments (if any) are after the MRO Bonus has been applied to your account.
- 32.28 If you cancel your Every Day Connect Plan or your MRO, you will no longer be entitled to the MRO Bonus and you must pay the remaining handset repayments in addition to any early termination charge ("**ETC**") for your plan.
- 32.29 The maximum amount of the MRO Bonus varies according to the value of your Every Day Connect Plan and is described in clause **32.48**.

### **BlackBerry® Individual Solution**

- 32.30 If you purchase a compatible BlackBerry® handset, the \$100 and \$130 Every Day Connect Plans include a BlackBerry® Individual Solution (BIS) for no additional charge for the minimum term of your plan. Our FairPlay Policy applies.
- 32.31 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 32.32 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 32.33 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.
- 32.34 Standard charges will apply for browsing outside the BlackBerry browser, use of video steaming applications and for content/subscription.
- 32.35 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on BIS.

### **Electronic Billing and Payment**

- 32.36 Your Every Day Connect Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 32.37 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 32.38 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bills and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 32.39 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### Other promotional offers

32.40 The Every Day Connect Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

### **Telstra FairPlay Policy**

32.41 Our FairPlay Policy applies to your Every Day Connect Plan.

# Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your plan monthly spend or plan

- 32.42 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Every Day Connect Plan minimum term, you may do so only while Every Day Connect Plans are available for new and recontracting customers. If the Every Day Connect Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 32.43 On and from 25 Febuary 2013, you may change your Every Day Connect Plan minimum monthly spend (where the change does not require you to restart your minimum term) once every 60 day period

Change	Terms
If you have an Every Day Connect Plan, and move to an Every Day Connect Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your MRO Bonus or Handset Plan Credit (if applicable) will not increase.
If you have an Every Day Connect Plan, and move to an Every Day Connect Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.
If you move from your Every Day Connect Plan to another Telstra plan (including an Every Day Connect BYO Plan) with a minimum monthly spend which is the same or higher than your original contracted spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to an Every Day Connect BYO Plan, you will receive the full monthly call allowance of

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.
If you move from your Every Day Connect Plan to another Telstra plan (including Every Day Connect BYO Plan) with a minimum monthly spend which is lower than your original contracted spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to an Every Day Connect BYO Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.

### Early termination charges (ETC)

- 32.44 If, before the expiration of the minimum term of your Every Day Connect Plan your Every Day Connect Plan is cancelled (other than due to our material breach) you will need to pay us an ETC and pay the balance of your MRO (if applicable).
- 32.45 The amount of any ETC payable is calculated in accordance with the following formula: <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term.
- 32.46 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)	
	12 months	24 months
Every Day Connect Plan \$50	\$288	\$576
(was Every Day Connect Plan		
\$40 before 22 November 2015)		
Every Day Connect Plan \$60	\$432	\$864
Every Day Connect Plan \$80	\$576	\$1,152
Every Day Connect Plan \$100	\$720	\$1,440
Every Day Connect Plan \$130	\$936	\$1,872

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

### At the end of your minimum term

32.47 At the end of your minimum term your service will, subject to this clause, remain on your chosen Every Day Connect Plan, however you will no longer be entitled to any MRO Bonus or Handset Plan Credit. You cannot move to another Every Day Connect Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Every Day Connect Plan is no longer available for new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Plan charges and monthly call and data allowances

32.48 The plan charges, monthly call and data allowances and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. On and from 25 Febuary 2013, if you change your Every Day Connect Plan minium monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Every Day Connect Plan \$50 (was Every Day Connect Plan \$40 on and from 22 November 2015)	Every Day Connect Plan \$60	Every Day Connect Plan \$80	Every Day Connect Plan \$100	Every Day Connect Plan \$130
Minimum monthly spend	\$50	\$60	\$80	\$100	\$130
Included value for eligible calls	\$300 Unlimited on and from 22 November 2015	\$600	\$800	\$900	Unlimited for eligible calls
Unlimited Nights (7pm – 7am)	NO N/A on and from 22 November 2015	NO	YES	YES	N/A

**Telstra Mobile Section** 

	Every Day Connect Plan \$50 (was Every Day Connect Plan \$40 on and from 22 November 2015)	Every Day Connect Plan \$60	Every Day Connect Plan \$80	Every Day Connect Plan \$100	Every Day Connect Plan \$130
Unlimited Weekends	NO N/A on and from 22 November 2015	NO	NO	YES	N/A
Monthly data allowance to use in Australia	250MB	1GB	1.5GB	2GB	3GB
	60 seconds			<u> </u>	
Billing increment	N/A on and from 22 November 2015		60 seconds		N/A
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99 Unlimited for eligible calls on and from 22 November 2015		\$0.99		Unlimited for eligible calls
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40 Unlimited for eligible calls on and from 22		\$0.40		Unlimited for eligible calls

**Telstra Mobile Section** 

	Every Day Connect Plan \$50 (was Every Day Connect Plan \$40 on and from 22 November 2015)	Every Day Connect Plan \$60	Every Day Connect Plan \$80	Every Day Connect Plan \$100	Every Day Connect Plan \$130
	November 2015				
National SMS rate to standard Australian mobile numbers	\$0.25 Unlimited for eligible calls on and from 22 November 2015		Unlimited for	eligible calls	
MessageBank retrieval (charged per 60 second block or part)	\$0	.99		Unlimited	
MessageBank Plus	\$5 per mont	th (optional)		Included	
Excess data rate for use in Australia	end of your	\$0.10/MB or \$10/GB if you've chosen Extra end of your billing month) (until you reach t your service will be shaped to Pea			Cap, when
MRO Bonus (if customer is eligible)	up to \$5	up to \$10	up to \$15	up to \$20	up to \$25
BlackBerry® Individual Solution (for use with compatible BlackBerry handsets)	\$10	per month (option	onal)	Inclu	ided

**Telstra Mobile Section** 

	Every Day Connect Plan \$50 (was Every Day Connect Plan \$40 on and from 22 November 2015)	Every Day Connect Plan \$60	Every Day Connect Plan \$80	Every Day Connect Plan \$100	Every Day Connect Plan \$130
Paper Bill and Payment in Person or via Mail		l apply each mo		if you receive a you make a bill l.	<b>A A</b>

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 33 Every Day Connect BYO Plans

### Not available to new or recontracting customers on and from 4 March 2014

### Eligibility

- 33.1 You will be eligible to take up an Every Day Connect BYO Plan on and from 3 July 2012 if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system. Every Day Connect BYO Plans are not available for new or recontracting customers on and from 4 March 2014.
- 33.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 33.3 The plans are available if you bring your own (BYO) or purchase a Telstra Mobile Network compatible handset. Be sure to check that your handset supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding, to ensure you get the best possible experience on the Telstra Mobile Network.

### Availability

- 33.4 Every Day Connect BYO Plans are available until they are withdrawn by us. The available Every Day Connect BYO Plans are described in clause **33.39**.
- 33.5 If you want to connect your existing Telstra mobile service to an Every Day Connect BYO Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

### **Plan Options**

33.6 Every Day Connect BYO Plans will be offered with a minimum term of 12 or 24 months, and are available when you bring your own Telstra Mobile Network compatible handset. Be sure to check that your handset supports 3G-850MHz, to ensure you get the best possible experience on the Telstra Mobile Network. Check your device manual or manufacturer's website. See telstra.com/device for more information.

### **Payment and Eligible Calls**

- 33.7 Your Every Day Connect BYO Plan will include a monthly call allowance to use toward eligible calls ("**call allowance**"), as well as a monthly data allowance to use in Australia ("**data allowance**").
- 33.8 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Every Day Connect BYO Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls

Part B - Old consumer pricing plans that a

# Part B – Old consumer pricing plans that are no longer available for new connections

that are not eligible calls, and for all data use in excess of your data allowance and usage not included in your allowances.

- 33.9 On and from 21 December 2013, if you:
  - (a) connect or recontract to a new Every Day Connect BYO Plan;
  - (b) change your existing Every Day Connect BYO Plan (other than the Every Day Connect BYO Plan \$100) to another Every Day Connect BYO Plan; or
  - (c) move to an Every Day Connect BYO Plan from an existing Data Share BYO Plan,

then the total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130.

- 33.10 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video);
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 33.11 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);

Part B – Old consumer pricing plans that are no longer available for new connections

- (d) voice and video calls, and text, picture and video messages to international numbers;
- (e) all use (such as calls made and received) while overseas;
- (f) call diversions to international numbers;
- (g) reverse charge calls;
- (h) third party content charges, WAP, GRPS and data usage;
- (i) information calls; and
- (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

#### **Unlimited Nights and Unlimited Weekends**

- 33.12 Some Every Day Connect BYO Plans come with an 'Unlimited Nights' feature ("Unlimited Nights"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 33.9) that commence between 7pm and 7am local time every day.
- 33.13 Some Every Day Connect BYO Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause 33.9) that commence between midnight on Friday and midnight on Sunday.
- 33.14 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

### **Data Allowance**

- 33.15 You will not pay for data usage within the monthly data allowance.
- 33.16 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.10/MB or part thereof. Or if you have opted into Extra Data after 12 May 2015, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Regardless of whether you have opted into Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 29.19 29.20 below for more information on Peace of Mind data.

Part B – Old consumer pricing plans that are no longer available for new connections

- 33.17 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.
- 33.18 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly charge. Unused data allowance expires each month. You can cancel your Data Pack at any time. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs. If you purchased a Data Pack before 12 May 2015, your existing Data Pack will continue to apply (and count towards your monthly data allowance) if you want to change your Data Pack after 24 September 2015 you will have to take up a current in-market Data Pack.

### Peace of Mind data

- 33.19 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 33.20 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **BlackBerry® Individual Solution**

- 33.21 If you have a compatible BlackBerry® handset, the \$80 and \$100 Every Day Connect BYO Plans include a BlackBerry® Individual Solution (BIS) for no additional charge for the minimum term of your plan. Our FairPlay Policy applies.
- 33.22 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 33.23 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan.
- 33.24 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.
- 33.25 Standard charges will apply for browsing outside the BlackBerry Browser, use of video steaming applications and for content/subscription.
- 33.26 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on BIS.

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Electronic Billing and Payment**

- 33.27 Your Every Day Connect BYO Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 33.28 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 33.29 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 33.30 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### Other promotional offers

33.31 The Every Day Connect BYO Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

### **Telstra FairPlay Policy**

33.32 Our FairPlay Policy applies to your Every Day Connect BYO Plan.

### Changing your plan monthly spend or plan

- 33.33 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Every Day Connect BYO Plan minimum term, you may do so only while Every Day Connect BYO Plans are available for new and recontracting customers. If the Every Day Connect BYO Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 33.34 On and from 25 Febuary 2013, you may change your Every Day Connect BYO Plan minimum monthly spend (where the change does not require you to restart your minimum

### **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

term) once every 60 day period.

Change	Terms
If you have an Every Day Connect BYO Plan, and move to an Every Day Connect BYO Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances.
If you have an Every Day Connect BYO Plan, and move to an Every Day Connect BYO Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Every Day Connect BYO Plan to another Telstra plan (including an Every Day Connect Plan) with a minimum monthly spend which is the same or higher than your original contract spend level	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to an Every Day Connect Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Every Day Connect BYO Plan to another Telstra plan (including Every Day Connect Plan) with a minimum monthly spend lower than your original contract spend level	You will need to restart your minimum term if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to an Every Day Connect Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination chargeand a \$50 Early

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

Recontracting Fee (Fee not applicable after 12
May 2015).

### Early termination charges (ETC)

- 33.35 If, before the expiration of the minimum term of your Every Day Connect BYO Plan your Every Day Connect BYO Plan is cancelled (other than due to our material breach) you will need to pay us an ETC.
- 33.36 The amount of any ETC payable is calculated in accordance with the following formula: <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term.
- 33.37 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)		
	12 months	24 months	
Every Day Connect BYO Plan \$45 (was Every Day Connect BYO Plan \$35 before 22 November 2015)	\$378	\$756	
Every Day Connect BYO Plan \$60 post 22 November 2015 (was Every Day Connect Plan \$50 before 22 November 2015)	\$540	\$1080	
Every Day Connect BYO Plan \$60	\$648	\$1296	
Every Day Connect BYO Plan \$80	\$864	\$1728	
Every Day Connect BYO Plan \$100	\$1080	\$2160	

### At the end of your minimum term

33.38 At the end of your minimum term your service will, subject to this clause, remain on your chosen Every Day Connect BYO Plan. You cannot move to another Every Day Connect BYO Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Every Day Connect BYO Plan is no longer available to new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Plan charges and monthly call and data allowances

33.39 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. On and from 25 Febuary 2013, if you change your Every Day Connect BYO Plan minium monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

**Telstra Mobile Section** 

	Every Day Connect BYO Plan \$45 (was Every Day Connect BYO Plan \$35 before 22 November 2015)	Every Day Connect BYO Plan \$60 post 22 November 2015 (was Every Day Connect BYO Plan \$50 before 22 November 2015)	Every Day Connect BYO Plan \$60	Every Day Connect BYO Plan \$80	Every Day Connect BYO Plan \$100
Minimum monthly spend	\$45	\$60	\$60	\$80	\$100
Included value for eligible calls	\$300 Unlimited on and from 22 November 2015	\$600 Unlimited on and from 22 November 2015	\$800	\$900	Unlimited for eligible calls
Unlimited Nights (7pm-7am)	NO N/A on and from 22 November 2015		YES	YES	N/A
Unlimited Weekends	NO N/A on and from 22 November 2015		NO	YES	N/A
Monthly data allowance to use in Australia	250MB	1GB	1.5GB	2GB	3GB
Billing increment	60 seconds N/A on and from 22 November 2015	60 seconds			N/A

**Telstra Mobile Section** 

	Every Day Connect BYO Plan \$45 (was Every Day Connect BYO Plan \$35 before 22 November 2015)	Every Day Connect BYO Plan \$60 post 22 November 2015 (was Every Day Connect BYO Plan \$50 before 22 November 2015)	Every Day Connect BYO Plan \$60	Every Day Connect BYO Plan \$80	Every Day Connect BYO Plan \$100
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99 Unlimited for eligible calls on and from 22 November 2015	\$0.99			Unlimited for eligible calls
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40 Unlimited for eligible calls on and from 22 November 2015	\$0.40			Unlimited for eligible calls
National SMS rate to standard Australian mobile numbers	\$0.25 Unlimited on and from 22 November 2015		Unlimited		
MessageBank retrieval (charged per 60 second block or part)	\$0.99 Unlimited on and from 22 November 2015		Unlimited		
MessageBank Plus	\$5 per mth	(optional)	Included		

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Every Day Connect BYO Plan \$45 (was Every Day Connect BYO Plan \$35 before 22 November 2015)	Every Day Connect BYO Plan \$60 post 22 November 2015 (was Every Day Connect BYO Plan \$50 before 22 November 2015)	Every Conne BYO \$60	ect Plan	Every Day Connect BYO Plan \$80	Every Day Connect BYO Plan \$100
Excess data rate for use in	\$0.10/MB (charged per kB) or \$10/GB if you've chosen Extra Data (to be used before the end of your billing month) (until you reach the \$100					
Australia	Excess Cap, when your service will be shaped to Peace of Mind data)					
BlackBerry® Individual Solution (for use with compatible BlackBerry handsets)	\$10 per month (optional)			Included		
Paper Bill and	A \$2.20 fee will apply each month in arrears if you receive a paper bill.					
Payment in	A \$1.00 fee will apply each month in arrears if you make a bill payment					
Person or via Mail	in person or via mail.					

### 34 Telstra Every Day Connect Data Share Packages

### What is the Telstra Every Day Connect Data Share Package

- 34.1 The Telstra Every Day Connect Data Share Package (**Data Share Package**) includes:
  - (a) a Telstra Every Day Connect Data Share Plan for your Telstra mobile phone service (**Data Share Plan**); and
  - (b) one Telstra Data Share SIM Plan for your data-only SIM service(s) (**Data Share SIM Plan**) linked to your Data Share Plan.
- 34.2 Data Share Packages will be offered with a minimum term of 12 or 24 months.
- 34.3 You can share the monthly data allowance that comes with your Data Share Plan and Data Share SIM Plan(s) with:

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) services forming part of your Data Share Package; and
- (b) other Data Share Packages, Data Share BYO Packages, Data Share SIM Plans, Shared Data Packs and Go Mobile, Go Mobile BYO, Go Mobile Casual Plans, on your single account while in Australia (**Eligible Data Share Services**).

### **Data Share SIM Plan**

- 34.4 Each Data Share SIM Plan includes a monthly data allowance of 100MB. You will not pay for data usage within the monthly data allowance for your Data Share SIM Plan.
- 34.5 Notwithstanding clauses **15.6** and **15.7**, from 12 May 2015 you do not require a Data Share SIM Plan; you can cancel it at any time and still continue sharing data with Eligible Data Share Services.
- 34.6 You must have at least one Data Share SIM Plan connected to your Data Share Package at all times
- 34.7 Subject to clause **34.6**, you can cancel your Data Share SIM Plan at any time.
- 34.8 If your Data Share Plan is cancelled, any Data Share SIM Plans connected to your Data Share Plan will be cancelled.
- 34.9 For an additional monthly fee of \$10 per month or such other fee associated with the current Data Share SIM(s) available at the time, you may at any time add an additional Data Share SIM Plan to your Data Share Package. You can have up to five Data Share SIM Plans per Data Share Package.
- 34.10 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (Extra Data). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.10/MB (or part thereof) prior to 4 March 2014 and \$0.03/MB (or part thereof) on and from 4 March 2014. Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 30.14 30.15 below for more information on Peace of Mind data.
- 34.11 Any unused data allowance and Extra Data, if applicable, will expire at the end of each billing month.
- 34.12 \$5/mth Data Share SIM Plans and \$10/mth Data Share SIM Plans are not capable of making outbound voice calls or sending SMS.

# Part B – Old consumer pricing plans that are no longer available for new connections

34.13 If you have a \$5/mth Data Share SIM Plan or a \$10/mth Data Share SIM Plan, the SIM connected to your Data Share SIM Plan must only be used in a data-only device (such as a tablet) and must not be used in a mobile handset to access the Telstra Mobile Network. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your data-only device to resume data access.

### Peace of Mind data

- 34.14 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 34.15 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### Eligibility

34.16 You will be eligible to take up a Data Share Package if you are a new customer or an existing customer whose account is on our new customer care and billing system. If you have a 13 digit account number your account is on our new system. Every Day Connect Data Share Plans are not available for new or recontracting customers on and from 4 March 2014.

### Availability

- 34.17 Data Share Packages are available on and from 1 October 2013, until they are withdrawn by us.
- 34.18 If you want to connect your existing Telstra mobile service to a Data Share Plan or Data Share SIM Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

### **Handset Options**

- 34.19 If you take up a Data Share Plan, you must also purchase an eligible handset on a 12 or 24 month Mobile Repayment Option ("**MRO**").
- 34.20 Your Data Share SIM Plans are also compatible with an MRO but an MRO Bonus credit or Handset Plan Credit may not be available.
- 34.21 The MRO terms and conditions are set out in <u>Part C Special Promotions of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>.

Part B – Old consumer pricing plans that are no longer available for new connections

### **Data Share Plans - Payment and Eligible Calls**

- 34.22 Your Data Share Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance") as set out in clause 34.64.
- 34.23 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Data Share Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, for all data use in excess of your data allowance and for usage not included in your allowances.
- 34.24 On and from 21 December 2013, if you:
  - (a) connect or recontract to a new Data Share Plan; or
  - (b) change your existing Data Share Plan (other than the Data Share Plan \$130) to another Data Share Plan,

then the total of your minimum monthly spend for the Data Share Plan and charges for eligible calls (as defined below) over the call allowance for that Data Share Plan will not exceed \$130.

- 34.25 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 34.26 Call types that are not eligible calls include:

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
- (b) calls to 1234, 12455 and 12456;
- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) voice and video calls, and text, picture and video messages to international numbers;
- (e) call diversions to international numbers;
- (f) all use (such as calls made and received) while overseas;
- (g) reverse charge calls;
- (h) third party content charges, WAP, GRPS and data usage;
- (i) information calls; and
- (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

### **Data Share Plans - Unlimited Nights and Unlimited Weekends**

- 34.27 Some Data Share Plans come with an 'Unlimited Nights' feature (**"Unlimited Nights"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **34.26**) that commence between 7pm and 7am local time every day.
- 34.28 Some Data Share Plans come with an 'Unlimited Weekends' feature (**"Unlimited Weekends"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **34.26**) that commence between midnight on Friday and midnight on Sunday.
- 34.29 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

### **Data Share Plans - Data Allowance**

- 34.30 You will not pay for data usage within the monthly data allowance for your Data Share Plan, as set out in clause **34.64**.
- 34.31 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (**Extra Data**). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

a rate of \$0.10/MB (or part thereof) prior to 4 March 2014 and \$0.03/MB (or part thereof) on and from 4 March 2014. Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 30.33 – 30.34 below for more information on Peace of Mind data.

34.32 Any unused data allowance and Extra Data, if applicable, will expire at the end of each billing month.

### Peace of Mind data

- 34.33 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 34.34 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### **Data Share Plans - Handset Plan Credit**

- 34.35 If you:
  - purchase an eligible handset on a 24 month Mobile Repayment Option ("MRO"); (a) and
  - (b) your Data Share Plan and your MRO commence on the same day,

you will receive a Handset Plan Credit each month for the minimum term of your Every Day Connect Plan.

- 34.36 The monthly handset repayments (if any) on your bill are after the Handset Plan Credit has been applied.
- 34.37 If you cancel your Data Share Plan or your MRO, you will no longer be entitled to the Handset Plan Creditand you must pay the remaining handset repayments in addition to any early termination charge ("ETC") for your plan.
- 34.38 We will tell you the amount of the Handset Plan Credit when you take up your Data Share Plan and eligible MRO.
- 34.39 Handset Plan Credit is not compatible with MRO Bonus credit.

## Part B – Old consumer pricing plans that are no longer available for new connections

34.40 You can take up an MRO for a compatible SIM-ready data only device on a Data Share SIM Plan but a Handset Plan Credit may be available on the Data Share SIM Plan.

### Data Share Plans - MRO Bonus credit

### 34.41 If you:

- (a) purchase an eligible handset on a 12 or 24 month Mobile Repayment Option ("**MRO**"); and
- (b) your Data Share Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus credit on your bill each month for the minimum term of your Data Share Plan.

- 34.42 Monthly handset repayments (if any) are after the MRO Bonus has been applied to your account.
- 34.43 If you cancel your Data Share Plan or your MRO, you will no longer be entitled to the MRO Bonus and you must pay the remaining handset repayments in addition to any early termination charge ("**ETC**") for your plan.
- 34.44 The maximum amount of the MRO Bonus varies according to the value of your Data Share Plan and is described in clause **34.64**.
- 34.45 Prior to 4 March 2014, you can take up an MRO for a compatible SIM-ready data only device on a Data Share SIM Plan but an MRO Bonus credit is not available on the Data Share SIM Plan. On and from 4 March 2014, you can take up a Device Payment Contract on a Data Share SIM Plan but Device Plan Credit may not be available on the Data Share SIM Plan.

### Data Share Plans - BlackBerry® Individual Solution

- 34.46 If you purchase a compatible BlackBerry® handset, the \$100 and \$130 Data Share Plans include a BlackBerry® Individual Solution (BIS) for no additional charge for the minimum term of your plan. Our FairPlay Policy applies.
- 34.47 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 34.48 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan.
- 34.49 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower)

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.

- 34.50 Standard charges will apply for browsing outside the BlackBerry browser, use of video steaming applications and for content/subscription.
- 34.51 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details and terms on BIS.

#### **Electronic Billing and Payment**

- 34.52 Your Every Day Connect Data Share Package requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 34.53 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 34.54 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bills and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 34.55 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

34.56 The Data Share Packages are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

34.57 Our FairPlay Policy applies to your Data Share Package.

Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your plan monthly spend or plan

- 34.58 We may allow you to change your original monthly spend or move to another in-market plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Data Share Plan minimum term, you may do so only if the Data Share Plans are available for new and recontracting customers. If the Data Share Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 34.59 You may change your Data Share Plan minimum monthly spend or move to another Every Day Connect Plan (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms
If you have a Data Share Plan, and move to another Data Share Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your MRO Bonus or Handset Plan Credit (if applicable) will not increase.
If you have a Data Share Plan, and move to another Data Share Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.
If you move from your Data Share Plan to another Telstra plan (including an Every Day Connect Data Share BYO Plan) with a minimum monthly spend which is the same or higher than your original contracted spend level (other than	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to an Every Day Connect Data Share BYO Plan, you will receive the full monthly call

movements to Every Day Connect plans as described below)	allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015) and may need to pay an early termination charge. Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.
If you move from your Data Share Plan to another Telstra plan (including an Every Day Connect Data Share BYO Plan) with a minimum monthly spend which is lower than your original contracted spend level (other than movements to Every Day Connect Plans as described below)	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to an Every Day Connect Data Share BYO Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015). Your MRO Bonus or Handset Plan Credit (if applicable) will no longer apply.
<ul> <li>If you move from a:</li> <li>a) Data Share Plan \$60 to an Every Day Connect Plan with a minimum monthly spend of \$60 or more*; or</li> <li>b) Data Share Plan \$80 to an Every Day Connect Plan with a minimum monthly spend of \$80 or more*; or</li> </ul>	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your MRO Bonus or Handset Plan Credit (if applicable) will not increase.
c) Data Share Plan \$100 to an Every Day Connect Plan with a minimum monthly spend of \$100 or more*; or	
d) Data Share Plan \$130 to an Every Day Connect Plan with a minimum monthly spend of \$130*.	
*Provided these are available for new and recontracting customers	

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### Early termination charges (ETC)

- 34.60 If, before the expiration of the minimum term of your Data Share Plan your Data Share Plan is cancelled (other than due to our material breach) you will need to pay us an ETC and pay the balance of your MRO (if applicable).
- 34.61 The amount of any ETC payable is calculated in accordance with the following formula: Base ETC x number of months (or part thereof) remaining in your minimum term Total number of months in the minimum term.
- 34.62 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)	
	12 months	24 months
Data Share Plan \$70. On and from 4 March 2014, this will be renamed the Data Share Plan \$60.	\$504	\$1,008
Data Share Plan \$90. On and from 4 March 2014, this will be renamed the Data Share Plan \$80.	\$648	\$1,296
Data Share Plan \$110. On and from 4 March 2014, this will be renamed the Data Share Plan \$100.	\$792	\$1,584
Data Share Plan \$140. On and from 4 March 2014, this will be renamed the Data Share Plan \$130.	\$1,008	\$2,016

### At the end of your minimum term

34.63 At the end of your minimum term your service will, subject to this clause, remain on your chosen Data Share Plan, however you will no longer be entitled to any MRO Bonus or Handset Plan Credit. You cannot move to another Data Share Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Data Share Plan is no longer available for new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

# Part B – Old consumer pricing plans that are no longer available for new connections

### Plan charges and monthly call and data allowances

34.64 The plan charges, monthly call and data allowances and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Data Share Plan minimum monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Data Share Package \$80 = Data Share Plan \$70 + Data Share SIM Plan \$10	Data Share Package \$100 = Data Share Plan \$90 + Data Share SIM Plan \$10	Data Share Package \$120 = Data Share Plan \$110 + Data Share SIM Plan \$10	Data Share Package \$150 = Data Share Plan \$140 + Data Share SIM Plan \$10
	Data Share Plan \$70. On and from 4 March 2014 this will be renamed the Data Share Plan \$60.	Data Share Plan \$90. On and from 4 March 2014 this will be renamed the Data Share Plan \$80.	Data Share Plan \$110. On and from 4 March 2014 this will be renamed the Data Share Plan \$100.	Data Share Plan \$140. On and from 4 March 2014 this will be renamed the Data Share Plan \$130.
Minimum monthly spend	\$70. On and from 4 March 2014, the minimum monthly spend is \$60.	\$90. On and from 4 March 2014, the minimum monthly spend is \$80.	\$110. On and from 4 March 2014, the minimum monthly spend is \$100.	\$140. On and from 4 March 2014, the minimum monthly spend is \$130.
Included value for eligible calls	\$600	\$800	\$900	Unlimited for eligible calls
Unlimited Nights (7pm – 7am)	NO	YES	YES	N/A
Unlimited Weekends	NO		YES	N/A
Monthly data allowance to use in Australia	1GB	1.5GB	2GB	3GB
Billing increment	60 seconds		N/A	

Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99			Unlimited for eligible calls
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40			Unlimited for eligible calls
National SMS rate to standard Australian mobile numbers	Unlimited			
MessageBank retrieval (charged per 60 second block or part)	\$0.99 Unlimited			
MessageBank Plus (for iPhone customers only)	\$5 per month (optional) Included			
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.10/MB if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
MRO Bonus (if customer is eligible)	up to \$10	up to \$15	up to \$20	up to \$25
BlackBerry® Individual Solution (for use with compatible	\$10 per month (optional) Incl		luded	

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

BlackBerry handsets)	
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
	Data Share SIM Plan \$10
Monthly data allowance to use in Australia	100MB

When calculating data volumes:

(a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;

(b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

### 35 Telstra Every Day Connect Data Share BYO Packages

### Not available to new or recontracting customers on and from 4 March 2014

### What is the Telstra Every Day Connect Data Share BYO Package

- 35.1 The Telstra Every Day Connect Data Share BYO Package (**Data Share BYO Package**) includes:
  - (a) a Telstra Every Day Connect Data Share BYO Plan for your Telstra mobile phone service (**Data Share BYO Plan**); and
  - (b) one Telstra Data Share SIM Plan for your data-only SIM service(s) (**Data Share SIM Plan**) linked to your Data Share BYO Plan.
- 35.2 Data Share BYO Packages will be offered with a minimum term of 12 or 24 months.
- 35.3 You can share the monthly data allowance that comes with your Data Share BYO Plan and Data Share SIM Plan(s) with:
  - (a) services forming part of your Data Share BYO Package; and
  - (b) other Data Share Packages, Data Share BYO Packages, Data Share SIM Plans, Shared Data Packs and Go Mobile, Go Mobile Casual and Go Mobile BYO Plans, on your single account while in Australia (**Eligible Shared Data Services**).

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### **Data Share SIM Plan**

- 35.4 Each Data Share SIM Plan includes a monthly data allowance of 100MB. You will not pay for data usage within the monthly data allowance for your Data Share SIM Plan.
- 35.5 Notwithstanding clauses **16.6** and **16.7**, from 12 May 2015 you do not require a Data Share SIM Plan; you can cancel it at any time and still continue sharing data with Eligible Data Share Services.
- 35.6 You must have at least one Data Share SIM Plan connected to your Data Share BYO Package at all times.
- 35.7 Subject to clause **35.6**, you can cancel your Data Share SIM Plan at any time.
- 35.8 If your Data Share BYO Plan is cancelled, any Data Share SIM Plans connected to your Data Share BYO Plan will be cancelled.
- 35.9 For an additional monthly fee of \$10 per month, or such other fee associated with the current Data Share SIM(s) available at the time, you may at any time add an additional Data Share SIM Plan to your Data Share BYO Package. You can have up to five Data Share SIM Plans per Data Share BYO Package.
- 35.10 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (**Extra Data**). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.10/MB (or part thereof) prior to 4 March 2014 and \$0.03/MB (or part thereof) on and from 4 March 2014. Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("**Excess Cap**"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 31.14 31.15 below for more information on Peace of Mind data.
- 35.11 Any unused data allowance and Extra Data, if applicable, will expire at the end of each billing month.
- 35.12 \$5/mth Data Share SIM Plans and \$10/mth Data Share SIM Plans are not capable of making outbound voice calls or sending SMS.
- 35.13 If you have a \$5/mth Data Share SIM Plan or a \$10/mth Data Share SIM Plan, the SIM connected to your Data Share SIM Plan must only be used in a data-only device (such as a tablet) and must not be used in a mobile handset to access Telstra Mobile Network.

# Part B – Old consumer pricing plans that are no longer available for new connections

### Peace of Mind data

- 35.14 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 35.15 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### Eligibility

35.16 You will be eligible to take up a Data Share BYO Package if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system. Every Day Connect Data Share BYO Plans are not available for new or recontracting customers on and from 4 March 2014.

#### Availability

- 35.17 Data Share BYO Packages are available on and from 1 October 2013, until they are withdrawn by us.
- 35.18 If you want to connect your existing Telstra mobile service to a Data Share BYO Plan or Data Share SIM Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

#### **Handset Options**

- 35.19 The Data Share BYO Plans are available with a bring your own Telstra Mobile Network compatible handset only. Be sure to check that your handset supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding, to ensure you get the best possible experience on the Telstra Mobile Network. Check your device manual or manufacturer's website. See telstra.com/device for more information.
- 35.20 Your Data Share SIM Plans are also compatible with a Mobile Repayment Option (**MRO**) prior to 4 March 2014. On and from 4 March 2014, your Data Share SIM Plans will be compatible with Device Payment Contract.
- 35.21 The MRO and Device Payment Contract terms and conditions are set out in <u>Part C –</u> <u>Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Data Share BYO Plans - Payment and Eligible Calls**

35.22 Your Data Share BYO Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance") as set out in clause 35.53.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

- 35.23 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Data Share BYO Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, and for all data use in excess of your data allowance and usage not included in your allowances.
- 35.24 On and from 21 December 2013, if you:
  - (a) connect or recontract to a new Data Share BYO Plan; or
  - (b) change your existing Data Share BYO Plan (other than the Data Share BYO Plan \$100) to another Data Share BYO Plan,

then the total of your minimum monthly spend for the Data Share BYO Plan and charges for eligible calls (as defined below) over the call allowance for that Data Share BYO Plan will not exceed \$130.

- 35.25 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video);
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 35.26 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;

Part B – Old consumer pricing plans that are no longer available for new connections

- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) voice and video calls, and text, picture and video messages to international numbers;
- (e) all use (such as calls made and received) while overseas;
- (f) call diversions to international numbers;
- (g) reverse charge calls;
- (h) third party content charges, WAP, GRPS and data usage;
- (i) information calls; and
- (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

#### Data Share BYO Plans - Unlimited Nights and Unlimited Weekends

- 35.27 Some Data Share BYO Plans come with an 'Unlimited Nights' feature (**"Unlimited Nights"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **35.25**) that commence between 7pm and 7am local time every day.
- 35.28 Some Data Share BYO Plans come with an 'Unlimited Weekends' feature (**"Unlimited Weekends"**). If your plan includes this feature, you will not pay for eligible calls (of the type listed in clause **35.25**) that commence between midnight on Friday and midnight on Sunday.
- 35.29 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.

#### **Data Share BYO Plans - Data Allowance**

- 35.30 You will not pay for data usage within the monthly data allowance for your Data Share Plan, as set out in clause **35.53**.
- 35.31 From 12 May 2015, once you have used your shared monthly data allowance, you'll be charged an additional \$10 for each extra 1GB of data (or part thereof) that you use in Australia (**Extra Data**). Extra Data will be shared with any Eligible Data Share Services on your account. If you've opted out of Extra Data, you must pay for excess data usage at a rate of \$0.10/MB or part thereof prior to 4 March 2014 and \$0.03/MB or part thereof on and from 4 March 2014. Regardless of whether you have opted out of Extra Data, you must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("**Excess Cap**"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we

Part B – Old consumer pricing plans that are no longer available for new connections

charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 31.33 - 31.34 below for more information on Peace of Mind data.

35.32 Any unused data allowance and Extra Data, if applicable, is forfeited at the end of each billing month.

#### Peace of Mind data

- 35.33 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 35.34 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### Data Share BYO Plans - BlackBerry® Individual Solution

- 35.35 If you have a compatible BlackBerry® handset, the \$80 and \$100 Data Share BYO Plans include a BlackBerry® Individual Solution (BIS) for no additional charge for the minimum term of your plan. Our FairPlay Policy applies.
- 35.36 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 35.37 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan.
- 35.38 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.
- 35.39 Standard charges will apply for browsing outside the BlackBerry Browser, use of video steaming applications and for content/subscription.
- 35.40 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details and terms on BIS.

#### **Electronic Billing and Payment**

35.41 Your Every Day Connect Data Share BYO Package requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.

- 35.42 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 35.43 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 35.44 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

35.45 The Data Share BYO Packages are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

35.46 Our FairPlay Policy applies to your Data Share BYO Package.

#### Changing your plan monthly spend or plan

- 35.47 We may allow you to change your original monthly spend or move to another in-market plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Data Share BYO Plan minimum term, you may do so only if the Data Share BYO Plans are available for new and recontracting customers. If the Data Share BYO Plans are no longer available to new and recontracting customers, you will need to move to any other current plan to make that change.
- 35.48 You may change your Data Share BYO Plan minimum monthly spend or move to an Every Day Connect BYO Plan (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms
If you have a Data Share BYO Plan, and move to another Data Share BYO Plan with a minimum monthly spend higher than your original contracted spend level	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances.
If you have a Data Share BYO Plan, and move to another Data Share BYO Plan with a minimum monthly spend lower than your original contracted spend level	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move from your Data Share BYO Plan to another Telstra plan (including a Data Share Plan) with a minimum monthly spend which is the same or higher than your original contract spend level (other than movements to Every Day Connect BYO plans as described below)	You will need to restart your minimum term (if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to an Every Day Connect Data Share Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015) and may need to pay an early termination charge.
If you move from your Data Share BYO Plan to another Telstra plan (including a Data Share Plan) with a minimum monthly spend lower than your original contract spend level (other than movements to Every Day Connect BYO plans as described below)	You will need to restart your minimum term if applicable). In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance. If you move to a Data Share Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

	\$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
<ul> <li>If you move from a:</li> <li>a) Data Share BYO Plan \$50 to an Every Day Connect BYO Plan with a minimum monthly spend of \$50 or more*; or</li> <li>b) Data Share BYO Plan \$60 to an Every Day Connect BYO Plan with a minimum monthly spend of \$60 or more*; or</li> <li>c) Data Share BYO Plan \$80 to an Every Day Connect BYO Plan with a minimum monthly spend of \$80 or more*; or</li> <li>d) Data Share BYO Plan \$100 to an Every Day Connect BYO Plan with a minimum monthly spend of \$100*.</li> <li>*Provided these are available for new and recontracting customers</li> </ul>	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your MRO Bonus or Handset Plan Credit (if applicable) will not increase.

### Early termination charges (ETC)

- 35.49 If, before the expiration of the minimum term of your Data Share BYO Plan your Data Share BYO Plan is cancelled (other than due to our material breach) you will need to pay us an ETC.
- 35.50 The amount of any ETC payable is calculated in accordance with the following formula: <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term
- 35.51 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Base ETC (incl. GST)	
12 months	24 months

### Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

Data Share BYO Plan \$60. On and from 4 March 2014 this will be renamed the Data Share BYO Plan \$50.	\$648	\$1,296
Data Share BYO Plan \$70. On and from 4 March 2014 this will be renamed the Data Share BYO Plan \$60.	\$756	\$1,512
Every Day Connect BYO Plan \$90. On and from 4 March 2014 this will be renamed the Data Share BYO Plan \$80	\$972	\$1,944
Every Day Connect BYO Plan \$110. On and from 4 March 2014 this will be renamed the Data Share BYO Plan \$100.	\$1,188	\$2,376

### At the end of your minimum term

35.52 At the end of your minimum term your service will, subject to this clause, remain on your chosen Data Share BYO Plan. You cannot move to another Data Share BYO Plan unless the plans are still available to new and recontracting customers and you recontract for another minimum term. If your Data Share BYO Plan is no longer available to new or recontracting customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Plan charges and monthly call and data allowances

35.53 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month. If you change your Data Share BYO Plan minimum monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

Data Share	Data Share	Data Share	Data Share BYO
BYO Package	BYO Package	BYO Package	Package = Data
= Data Share	= Data Share	= Data Share	Share BYO Plan
BYO Plan \$60	BYO Plan \$70	BYO Plan \$90	\$110 + Data
+ Data Share	+ Data Share	+ Data Share	Share SIM Plan
SIM Plan \$10	SIM Plan \$10	SIM Plan \$10	\$10
Data Share	Data Share	Data Share	Data Share BYO
BYO Plan \$60.	BYO Plan \$70.	BYO Plan \$90.	Plan \$110. On
On and from 4	On and from 4	On and from 4	and from 4
March 2014	March 2014	March 2014	March 2014 this

**Telstra Mobile Section** 

	this will be renamed the Data Share BYO Plan \$50.	this will be renamed the Data Share BYO Plan \$60.	this will be renamed the Data Share BYO Plan \$80.	will be renamed the Data Share BYO Plan \$100.
Minimum monthly spend	\$60. On and from 4 March 2014, the minimum monthly spend is \$50	\$70. On and from 4 March 2014, the minimum monthly spend is \$60	\$90. On and from 4 March 2014, the minimum monthly spend is \$80	\$110. On and from 4 March 2014, the minimum monthly spend is \$100
Included value for eligible calls	\$600	\$800	\$900	Unlimited for eligible calls
Unlimited Nights (7pm-7am)	NO	Y	ES	N/A
Unlimited Weekends	NO YES		N/A	
Monthly data allowance to use in Australia	1GB	1.5GB	2GB	3GB
Billing increment	60 seconds			N/A
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99			Unlimited for eligible calls
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40			Unlimited for eligible calls
National SMS rate to standard	Unlimited			<u> </u>

## Part B – Old consumer pricing plans that are no longer available for new connections

Australian mobile numbers				
MessageBank retrieval (charged per 60 second block or part)	\$0.99		Unlimited	
MessageBank Plus (for iPhone customers only)	\$5 per mth (optional)	Included		
Excess data rate for use in Australia	\$10/GB (to be used before the end of your billing month) or \$0.10/MB (charged per kB) if you've opted out of Extra Data (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
BlackBerry® Individual Solution (for use with compatible BlackBerry handsets)	\$10 per month (optional)		Included	
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.			
	Data Share SIM Plan \$10			
Monthly data allowance to use in Australia		10	0MB	

When calculating data volumes:

(a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;

(b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

### 36 Telstra No Lock-In Plans – not available for new customers on and from 4 March 2014

### Eligibility

36.1 You will be eligible to take up a Telstra No Lock-In Plan on and from 23 April 2013 if you are a new or existing customer with a 13 digit account number and your previous

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

Telstra No Lock-In Plan has not been cancelled pursuant to clause 8.1 of Our Customer Terms, General Terms for Consumer Customers, available at http://www.telstra.com.au/customer-terms/home-family/. Telstra No Lock-In Plans are not available for new customers on and from 4 March 2014.

- 36.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 36.3 The plans are available to consumer customers with their own Next G® or 4G compatible handset only. Handsets that only operate on the 2100MHz network are not compatible and after 31 August 2012, these handsets won't be able to access 3G services. To find out more, visit telstra.com/3g2100info.

### Availability

36.4 Telstra No Lock-In Plans are available until they are withdrawn by us.

### **Eligible Calls**

- 36.5 Your Telstra No Lock-In Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance").
- 36.6 Each month you must pay us the minimum monthly spend for your Telstra No Lock-In Plan whether or not you use any, or all of the call allowance, or data allowance. You will also need to pay for all eligible calls made over your call allowance, for all calls and data that are not eligible calls or included in your data allowance, and for all data used in excess of your data allowance.
- 36.7 On and from 21 December 2013, if you:
  - (a) connect to a new Telstra No Lock-In Plan;
  - (b) change your existing Telstra No Lock-In Plan (other than the Telstra No Lock-In Plan \$130) to another Telstra No Lock-In Plan; or

then the total of your minimum monthly spend and charges for eligible calls (as defined below) over your call allowance will not exceed \$130.

- 36.8 You will not pay for calls of the type that are included in your call allowance (**"eligible calls"**), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '11' calls;

Telstra Mobile Section

### Part B – Old consumer pricing plans that are no longer available for new connections

- (d) all '13' calls (6 and 10 digit);
- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank diversion and retrieval charges (voice and video) within Australia ;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 36.9 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) voice and video calls, and text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) call diversions to international numbers;
  - (g) reverse charge calls;
  - (h) Push to Talk calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

#### **Unlimited Nights and Unlimited Weekends**

36.10 Some Telstra No Lock-In Plans come with an 'Unlimited Nights' feature ("Unlimited Nights"). If your plan includes this feature, you will not pay for eligible voice calls (of the type listed in clause 36.8) that commence between 7pm and 7am local time every day.

## Part B – Old consumer pricing plans that are no longer available for new connections

- 36.11 Some Telstra No Lock-In Plans come with an 'Unlimited Weekends' feature ("Unlimited Weekends"). If your plan includes this feature, you will not pay for eligible voice calls (of the type listed in clause 36.8) that commence between midnight on Friday and midnight on Sunday.
- 36.12 The time at which a call commences will be determined by the mobile phone tower which successfully places the call.
- 36.13 Any unused call allowance is forfeited at the end of each billing month.

#### **Data Allowance**

- 36.14 You will not pay for data usage within the monthly data allowance.
- 36.15 Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.10/MB or part thereof.
- 36.16 Any unused data allowance is forfeited at the end of each billing month.
- 36.17 You can purchase a Data Pack to increase your monthly data allowance. The Data Pack includes additional data allowance for use in Australia each month, for a monthly charge. Unused data allowance expires each month. You can cancel your Data Pack at any time. See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on Data Packs.

#### **BlackBerry® Individual Solution**

- 36.18 If you have a compatible BlackBerry® handset, the \$100 and \$130 Telstra No Lock-In Plans include a BlackBerry® Individual Solution (**"BIS"**) for no additional charge for as long as you remain on that plan. Our FairPlay Policy applies.
- 36.19 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 36.20 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS with the \$100 and \$130 Telstra No Lock-In Plans, however any relevant ETC will apply for your existing BIS plan.
- 36.21 Standard charges will apply for browsing outside the BlackBerry® Browser, use of video streaming applications and for content/subscription.
- 36.22 BlackBerry® 10 is not compatible with the BIS.
- 36.23 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on BIS.

#### **1GB Bonus Data**

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

- 36.24 If you take up a \$60 or above Telstra No Lock-In Plan on or before 1 July 2013, you will receive an additional 1GB of data per month on your Telstra No Lock-In Plan ("1GB Bonus Data") for use in Australia.
- 36.25 We will apply the 1GB Bonus Data to your overall data allowance on your Telstra No Lock-In Plan. Any unused data allowance expires monthly.
- 36.26 If your Telstra No Lock-In Plan is cancelled or you move to another Telstra mobile plan, you will no longer receive the 1GB Bonus Data. If you move to another Telstra No Lock-In Plan with a higher or lower monthly charge, except a \$40 Telstra No Lock-In Plan, you will continue to receive the 1GB Bonus Data.

#### **Electronic Billing and Payment**

- 36.27 Your Telstra No Lock-In Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 36.28 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 36.29 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 36.30 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

36.31 The Telstra No Lock-In Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

36.32 Our FairPlay Policy applies to your Telstra No Lock-In Plan.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your plan monthly spend or plan

- 36.33 You may change your Telstra No Lock-In Plan minimum monthly spend by notifying Telstra. If you change your Telstra No Lock-In Plan minimum monthly spend you will receive a pro-rata refund of the minimum monthly spend for the relevant month which you changed your minimum monthly spend.
- 36.34 If you are on an existing Telstra mobile plan and you want to connect to a Telstra No Lock-In Plan, you may need to cancel your current plan and pay us any applicable early termination and administration charges for that cancellation.

### Customers who sign up on or before 1 July 2013

36.35 For customers who sign up to a Telstra No Lock-In Plan prior to 2 July 2013, if you cancel your Plan, your minimum monthly spend will be adjusted on a pro-rated basis.

### Customers who sign up on or after 2 July 2013

- 36.36 For customers who sign up to a Telstra No Lock-In Plan on or after 2 July 2013, if you cancel your Plan, you will be required to pay the minimum monthly spend for the entire relevant month and you will not receive a pro-rata refund of your minimum monthly spend.
- 36.37 For customers who sign up to a Telstra No Lock-In Plan on or after 2 July 2013, if you cancel your Plan and sign up to another Telstra post-paid fixed term Plan you will receive a pro-rata refund of the minimum monthly spend for the relevant month in which you canceled the Telstra No Lock-In Plan.

### Plan charges and monthly call and data allowances

36.38 The plan charges, monthly call and data allowances, and inclusions for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month.

	Telstra No Lock-In Plan \$50 (was Telstra No Lock-In Plan \$40 before 22 November 2015)	Telstra No Lock-In Plan \$60	Telstra No Lock-In Plan \$80	Telstra No Lock-In Plan \$100	Telstra No Lock-In Plan \$130
Minimum Monthly spend	\$40 \$50 on and from 22	\$60	\$80	\$100	\$130

**Telstra Mobile Section** 

	Telstra No Lock-In Plan \$50 (was Telstra No Lock-In Plan \$40 before 22 November 2015) November	Telstra No Lock-In Plan \$60	Telstra No Lock-In Plan \$80	Telstra No Lock-In Plan \$100	Telstra No Lock-In Plan \$130
	2015				
Minimum fixed term For customers who sign up to a Telstra No Lock –In Plan on or prior to 1 July 2013	None	None	None	None	None
Minimum fixed term For customers who sign up to a Telstra No Lock –In Plan on or after 2 July 2013	One month	One month	One month	One month	One month
Included value for eligible calls	\$300 Unlimited for eligible calls on and from 22 November 2015	\$600	\$800	\$900	Unlimited for eligible calls
Unlimited Nights (7pm-7am)	NO N/A on and from 22 November 2015	NO	YES		N/A

**Telstra Mobile Section** 

	Telstra No Lock-In Plan \$50 (was Telstra No Lock-In Plan \$40 before 22 November 2015)	Telstra No Lock-In Plan \$60	Telstra No Lock-In Plan \$80	Telstra No Lock-In Plan \$100	Telstra No Lock-In Plan \$130
Unlimited Weekends	NO N/A on and from 22 November 2015	Ν	0	YES	N/A
Monthly data allowance to use in Australia	250MB	1GB	1.5GB	2GB	3GB
Billing increment	60 seconds N/A on and from 22 November 2015		60 seconds		N/A
Call charges for eligible voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.99 Unlimited for eligible calls on and from 22 November 2015	\$0.99		Unlimited for eligible calls	
Call connection fee for eligible voice and video calls to standard Australian fixed and mobile numbers	\$0.40 Unlimited for eligible calls on and from 22 November 2015	\$0.40		Unlimited for eligible calls	
National SMS rate to standard Australian mobile numbers	<b>\$0.25</b> Unlimited on and from 22 November 2015	Unlimited for eligible SMS			

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Telstra No Lock-In Plan \$50 (was Telstra No Lock-In Plan \$40 before 22 November 2015)	Telstra No Lock-In Plan \$60	Telstra No Lock-In Plan \$80	Telstra No Lock-In Plan \$100	Telstra No Lock-In Plan \$130
MessageBank retrieval (charged per 60 second block or part)	\$0.99 Unlimited on and from 22 November 2015	\$0.99		Unlimited	
MessageBank Plus	\$5 per mth (optional) Included for iPhone customers only			omers only	
Excess data rate (per MB, charged per kB)	\$0.10				
BlackBerry® Individual Solution (for use with compatible BlackBerry handsets)	\$10 per month (optional) Included			uded	
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.				

### 37 Mobile Plan offers

### (a) Casual Plans (month to month) Not available to new customers on and from 12 May 2015

- 37.1 We charge you your chosen monthly spend. We also charge you for any call charges beyond your included calls and for other services you use.
- 37.2 You may change your chosen monthly spend or terminate your Casual Plan at any time by telling us.
- 37.3 You are not eligible to receive Bonus Options or a Monthly Credit.
- 37.4 If the Casual Plans are no longer available to new customers when you wish to change your monthly spend, you will need to move to any other current plan available at the time.

## Part B – Old consumer pricing plans that are no longer available for new connections

37.5 If the Casual Plans are no longer available to new customers at the end of your monthly contract term, we may roll your service onto any other current plan that we reasonably think is comparable. We will tell you before this happens.

#### (b) Phone Plans (with subsidised handset) Not available to new and recontracting customers on and from 4 March 2014

- 37.6 You can buy a handset from us at a subsidised price when you connect to our network on a Phone Plan for 24 months.
- 37.7 We charge you your chosen monthly spend each month for your 24 month minimum term. We also charge you for any call charges beyond your included calls and for other services you use.
- 37.8 The Phone Plan is not available with any other Telstra mobile offer unless specified by us.

#### **Phone Plan Bonus Options**

- 37.9 You may choose one of the Bonus Options described below. On and from 22 November 2015, if you are on a Telstra Mobile 30 (previously 20), 40 (previously 30) or 50 (previously 40) the Bonus Options are no longer applicable.
- 37.10 The call charges applicable to your chosen Bonus Option will apply instead of the call charges set out in your Phone Plan.
- 37.11 Our FairPlay Policy (set out in <u>Part A General Terms of the Telstra Mobile section of</u> <u>Our Customer Terms</u>) applies to these Bonus Options.
- 37.12 You can change your Bonus Option once in each 30 day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 37.13 The Bonus Options marked in the table with an **asterisk** do not apply to some premium content and information services and to some calls including calls to numbers beginning with 19, 12 or 1800, international and international roaming calls, emergency calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), calls to Telstra satellite phones (except where the customer has selected Free 24/7), diversion calls, value added services (such as reminder and wakeup calls) Dial It Services (weather and time), Operator Assisted calls, MessageBank deposits and retrievals, Memo and PocketNews and all data calls such as SMS, BigPond Mobile Services (previously known as Telstra Active/WAP), MMS, Push To Talk and GPRS.
- 37.14 The Bonus Options in the table marked with a **hash** do not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.

Bonus Option	Description
20c for 10 min Night*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.
20c for 10 min Weekend*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm Friday to midnight Sunday. After the first 10 minutes, standard call rates apply.
	This Bonus Option is not available to new or recontracting customers on and from 10 October 2005.
Free 24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.
	The fees for this option are set out below
	Initial set up fee (choice of eligible number) – \$3.00 (GST incl)
	Charge for changes to the chosen Free 24/7 number – \$3.00 (GST incl)
Free Text#	You will receive free of charge the first 200 SMS messages sent from your phone to any Telstra mobile in Australia between 8pm and 7am each night. You will be charged 15c to send SMS to Telstra mobiles in Australia and other mobile phones on other networks in Australia at all times.
	If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.
	Unused free SMS are forfeited.
Text & Pic#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone, and the first 20 Picture Messages (MMS) to any mobile, on any network in Australia.
	Unused free SMS or Picture Messages (MMS) are forfeited.
	This Bonus Option is not available to new or recontracting customers on and from 10 October 2005.
Per Second	Your voice calls will be charged on a per second basis at all times, as set out in the charges table below. A 27 cent connection fee
Saver*	applies per call.

# Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description				
My Hour*	You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.				
	After the first 20 minutes, standard call rates apply.				
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.				
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".				
Free 50 Text#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.				
	If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.				
	Your choice of this option may not take effect for up to 24 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.				
	Unused free SMS are forfeited.				

### Changing your monthly spend/plan

37.15 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Phone Plan minimum term, you may do so only while Phone Plans are available for recontracting. If the Phone Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.

Change	Terms
If you move to a Phone Plan with a lower monthly spend	You will need to restart your minimum term. Your call rates, included calls and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend. You will also need to pay an early termination charge and a \$50 Early Recontracting Fee.
If you move to a Phone Plan with the same or a higher monthly spend	You do not need to restart your minimum term. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you buy a new handset from us on a new Phone Plan	You need to restart your minimum term. You will also need to pay an early termination charge. A \$50 Early Recontracting Fee will also apply if you move to a Phone Plan with a lower monthly spend.
If you move to another plan with a fixed minimum term and a lower monthly spend/access fee	You will need to restart your minimum term. You will also need to pay an early termination charge and a \$50 Early Recontracting Fee.
If you move to another plan with a fixed minimum term and the same or a higher monthly spend/access fee	You will need to restart your minimum term and pay an early termination charge.

### Early termination charges

- 37.16 You must pay an early termination charge (ETC) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up a pre-paid, casual or other non-approved plan.
- 37.17 The amount of any early termination charge payable is calculated in accordance with the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term. Total number of months in the minimum term.

37.18 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Telstra Phone Plan monthly spend	Base ETC (incl. GST)
<b>\$20</b> (not available for sale on and from 4 March 2014)	\$535
<b>\$30</b> on and from 22 November 2015	
<b>\$30</b> (not available for sale on and from 4 March 2014)	\$690

# Part B – Old consumer pricing plans that are no longer available for new connections

<b>\$40</b> on and from 22 November 2015	
<b>\$40</b> (not available for sale on and from 4 March 2014)	\$840
<b>\$50</b> on and from 22 November 2015	
<b>\$60</b> (not available for sale after 31 October 2011)	\$1000
<b>\$80</b> (not available for sale after 31 October 2011)	\$1700
<b>\$100</b> (not available for sale after 31 October 2011)	\$1800
<b>\$150</b> (not available for sale after 31 October 2011)	\$2100
<b>\$250</b> (not available for sale after 31 October 2011)	\$2500

The applicable Base ETC may be less depending on the handset you select.

### At the end of your minimum term

37.19 Your service will remain on your chosen Phone Plan at the end of the minimum term and you will continue to receive your chosen Bonus Option. If your Phone Plan or Bonus Option is no longer available to new customers and recontracting customers, we may roll your service onto any other current plan or bonus option that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

### Charges

We charge you the following call charges. Any unused included calls will expire at the end of each month. Included voice calls marked in the table with a hash do not include some call types including calls to premium numbers, to some satellite numbers, 1234 service, directory assistance calls to 1223, calls to Call Connect, content charges, and all use while overseas**On and from 22 November 2015, sections 37.20 to 37.24 apply to Telstra Mobile Plans 30 (previously 20), 40 (previously 30) and 50 (previously 40) only.** 

37.20 In addition to your minimum monthly charge you must pay for:

- (a) any eligible calls in excess of your Monthly Call Allowance; and
- (b) calls and messages that aren't standard calls and messages.

Part B – Old consumer pricing plans that are

- 37.21 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 37.22 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and

# Part B – Old consumer pricing plans that are no longer available for new connections

- (k) any other calls determined by us not to be eligible calls.
- 37.23 You must pay for any calls that are not eligible calls.

37.24 Any unused Monthly Call Allowance expires each month.

Phone Plans	30 (formerly Mobile Phone Plan \$20 before 22 November 2015)	40 (formerly Mobile Phone Plan \$30 before 22 November 2015)	50 (formerly Mobile Phone Plan \$40 before 22 November 2015)	60 (not available for sale after 31 October 2011)	<b>80</b> (not available for sale after 31 October 2011)
	(not available for sale on and from 4 March 2014)	(not available for sale on and from 4 March 2014)	(not available for sale on and from 4 March 2014)		
	GST incl	GST incl	GST incl	GST incl	GST incl
Monthly Spend	\$30.00	\$40.00	\$50.00	\$60.00	\$80.00
Monthly included voice calls (national#, international, MessageBank, SMS, MMS, 3G/Next G video calls)	\$15.00 Unlimited for eligible calls on and from 22 November 2015	\$25.00 Unlimited for eligible calls on and from 22 November 2015	\$35.00 Unlimited for eligible calls on and from 22 November 2015	\$50.00	\$70.00
Monthly included data calls (BigPond Mobile Services, GPRS, 3G and Next G (excl. 3G/Next G video calls) charged at \$2 per MB	\$5.00	\$5.00	\$5.00	\$10.00	\$10.00
Connection fee for calls to an Australian fixed or mobile number	27¢ N/A on and from 22 November 2015	27¢ N/A on and from 22 November 2015	27¢ N/A on and from 22 November 2015	27¢	27¢
Charges for calls (excl video calls) to an Australian fixed or mobile number – at all times – per 60 second block or part thereof (applicable from 1 October 2012 onwards)*	98C Unlimited for eligible calls on and from 22 November 2015	92C Unlimited for eligible calls on and from 22 November 2015	76C Unlimited for eligible calls on and from 22 November 2015	56c	52c
For customers with a 10-digit Telstra account number:	1.633¢	1.533¢	1.267¢	0.933¢	0.867¢

**Telstra Mobile Section** 

Phone Plans	30 (formerly Mobile Phone Plan \$20 before 22 November 2015)	40 (formerly Mobile Phone Plan \$30 before 22 November 2015)	50 (formerly Mobile Phone Plan \$40 before 22 November 2015)	60 (not available for sale after 31 October 2011)	80 (not available for sale after 31 October 2011)
	(not available for sale on and from 4 March 2014)	(not available for sale on and from 4 March 2014)	(not available for sale on and from 4 March 2014)		
	GST incl	GST incl	GST incl	GST incl	GST incl
Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	N/A on and from 22 November 2015	N/A on and from 22 November 2015	N/A on and from 22 November 2015		
For customers with a 13-digit Telstra account number: Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	2¢ N/A on and from 22 November 2015	2¢ N/A on and from 22 November 2015	1¢ N/A on and from 22 November 2015	1¢	1¢

Phone Plans	100 (not available for sale after 31 October 2011)	<b>150</b> (not available for sale after 31 October 2011)	<b>250</b> (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl
Monthly Spend	\$100.00	\$150.00	\$250.00
Monthly included voice calls (national#, international, MessageBank, SMS, MMS, 3G/Next G video calls)	\$90.00	\$135.00	\$235.00
Monthly included data calls (BigPond Mobile Services, GPRS, 3G and Next G (excl. 3G/Next G video calls) charged at \$2 per MB	\$10.00	\$15.00	\$15.00
Connection fee for calls to an Australian fixed or mobile number	27¢	27¢	27¢
Charges for calls (excl video calls) to an Australian fixed or mobile number – at all times – per 60 second block or part	44c	40c	38c

## Part B – Old consumer pricing plans that are no longer available for new connections

Phone Plans	100 (not available for sale after 31 October 2011)	<b>150</b> (not available for sale after 31 October 2011)	<b>250</b> (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl
thereof (applicable from 1 October 2012 onwards)*			
For customers with a 10-digit Telstra account number: Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	0.733¢	0.667¢	0.633¢
For customers with a 13-digit Telstra account number: Charges for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	1¢	1¢	1¢

\* Calls charged in 30 second blocks until 30 September 2012

### 38 Mobile Plan offers

(a) Member Plans (12 or 24 month term)

Not available for recontracting customers on and from 22 November 2015. Not available to new customers on and from 4 March 2014. Available by invitation only to existing Member Plan customers recontracting on and from 4 March 2014.

Casual Member Plans are not available for new or recontracting customers on and from 22 November 2015.

- 38.1 We charge you your chosen monthly spend each month for your contract term. We also charge you for any call charges beyond your included calls and for other services you use.
- 38.2 You will receive a monthly credit as described below. You will not receive a monthly credit if you connect to a new \$10 Member Plan on and from 10 October 2005.

Member Benefit	Description	
Monthly Credit	You will receive a credit on your bill each month. The amount of the monthly credit varies, depending on your original monthly spend, and is set out in the table of charges. The monthly credit is not transferable and cannot be redeemed for cash.	

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### **Member Plan Bonus Options**

- 38.3 On and from 22 November 2015, if you are on a Telstra Mobile 20 (previously 10),
  30 (previously 20), 40 (previously 30) or 50 (previously 40) the Bonus Options are no longer applicable.
- 38.4 As a Member Plan customer, you may choose one of the Bonus Options described below. You may only select the My Hour Bonus Option if you are on a Member Plan with a monthly spend of \$20 or above.
- 38.5 The call charges applicable to your chosen Bonus Option will apply instead of the call charges set out in your Member Plan.
- 38.6 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section of Our</u> <u>Customer Terms</u>) applies to these Bonus Options.
- 38.7 You can change your Bonus Option once in each 30 day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 38.8 The Bonus Options marked in the table with an **asterisk** do not apply to premium content and information services and to some calls including calls to numbers beginning with 19, 12 or 1800, emergency calls, international and international roaming calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), calls to Telstra satellite phones (except where the customer has selected Free 24/7), diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Operator Assisted calls , MessageBank deposits and retrievals, Memo and PocketNews and all data calls (such as SMS, BigPond Mobile Services (previously known as Telstra Active or WAP), MMS, Push To Talk and GPRS .
- 38.9 The Bonus Options marked in the table with a **hash** do not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.

Bonus Option	Description
20c for 10 min Night*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.
20c for 10 min Weekend*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm Friday to midnight Sunday. After the first 10 minutes, standard call rates apply. This Bonus Option is not available to new or recontracting customers on and from 10 October 2005.

Bonus Option	Description					
Free 24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.					
	The fees for this option are set out below.					
	Initial set up fee (choice of eligible number) – <b>\$3.00 (GST incl)</b> Charge for changes to the chosen Free 24/7 number – <b>\$3.00 (GST incl)</b>					
	Charge for changes to the chosen Free 24/7 number – <b>\$3.00 (GST</b> incl)					
Free Text#	You will receive free of charge the first 200 SMS messages sent from your phone to any Telstra mobile in Australia between 8pm and 7am each night. You will only be charged 15c to send SMS to Telstra mobiles in Australia and other mobiles on other networks in Australia at all times.					
	If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.					
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.					
	Unused free SMS each night are forfeited.					
Text & Pic#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone, and the first 20 Picture Messages (MMS) to any mobile on any network in Australia.					
	If you choose or change this option part way through your bill cycle, the Text & Pic credit will be adjusted on a pro-rata basis.					
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS or MMS rates for any SMS or MMS you send before the option takes effect.					
	Unused free SMS or Picture Messages (MMS) each month are forfeited.					
	This Bonus Option is not available to new or recontracting customers on and from 10 October 2005.					
Per Second Saver*	Your voice calls will be charged on a per second basis, as set out in the charges table below. A 27 cent connection fee applies per call.					
My Hour*	You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.					

## Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description
	After the first 20 minutes, standard call rates apply.
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".
Free 50 Text#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.
	[If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.
	Your choice of this option may not take effect for up to 24 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.
	Unused free SMS are forfeited.

### Changing your monthly spend/plan

38.10 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Member Plan minimum term, you may do so only while Member Plans are available for recontracting. If the Member Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.

Change	Terms
If you move to a Member Plan with a lower monthly spend	You will need to restart your minimum term. Your call rates, included calls and monthly spend will be adjusted on a prorata basis to reflect your new monthly spend. You will also need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).
If you move to a Member Plan with the same or a higher monthly spend	You do only need to restart your minimum term if you wish to receive the Monthly Credit associated with your new monthly spend. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.
If you move to another plan with a fixed minimum term and a lower monthly spend/access fee	You will need to restart your minimum term. You will also need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you move to another plan with a fixed minimum term and the same or a higher monthly spend/access fee	You will need to restart your minimum term. You will also need to pay a \$50 Early Recontracting Fee (Fee not applicable after 12 May 2015).

### Early termination charges

- 38.11 You must pay an early termination charge (ETC) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up a pre-paid, casual or other non-approved plan.

The amount of the ETC is set out in your application form.

#### At the end of your minimum term

- 38.12 The amount of any early termination charge payable is calculated in accordance with the formula in section 3 of this part.
- 38.13 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the plan term. Please contact us or your dealer for the amount of ETC payable.

Telstra Member Plan monthly spend	Base ETC (incl. GST)	Base ETC (incl. GST)
spend	for 12 month plan	for 24 month plan
\$10	\$85	\$140
<b>\$20</b> on and from 22 November 2015		
\$20	\$130	\$190
<b>\$30</b> on and from 22 November 2015		
\$30	\$165	\$270
<b>\$40</b> on and from 22 November 2015		
\$40	\$190	\$315

# Part B – Old consumer pricing plans that are no longer available for new connections

<b>\$50</b> on and from 22 November 2015		
<b>\$60</b> (not available for sale after 31 October 2011)	\$230	\$400
<b>\$80</b> (not available for sale after 31 October 2011)	\$335	\$610
<b>\$100</b> (not available for sale after 31 October 2011)	\$395	\$725
<b>\$150</b> (not available for sale after 31 October 2011)	\$575	\$1080
<b>\$250</b> (not available for sale after 31 October 2011)	\$700	\$1400

38.14 Your service will remain on your chosen Member Plan at the end of the minimum term and will continue to receive your chosen Bonus Option. You will only continue to receive a Monthly Credit if you recontract to a new Member Plan. If your Member Plan or Bonus Option is no longer available to new or recontracting customers, we may roll your service onto any other current plan or bonus option that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### **Mobile Repayment Option**

38.15 Eligible Member Plan and Casual Plan customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions are set out in <u>Part C –</u> <u>Special Promotions of the Telstra Mobile section of Our Customer Terms</u>.

### Charges – Casual Plans and Member Plans

38.16 We charge you the following call charges. Any unused included calls will expire at the end of each month. Included voice calls marked in the table with a **hash** do not include some call types including calls to premium numbers, to some satellite numbers, 1234 service, directory assistance calls to 1223, calls to Call Connect, content charges, and all use while overseas.

On and from 22 November 2015, sections Error! Reference source not found.to Error! Re ference source not found. apply to Telstra Mobile Plans 20 (previously 10), 30 (previously 20), 40 (previously 30) and 50 (previously 40) only.

- 38.17 In addition to your minimum monthly charge you must pay for:
  - (a) any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.

- 38.18 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 38.19 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and

- (k) any other calls determined by us not to be eligible calls.
- 38.20 You must pay for any calls that are not eligible calls.
- 38.21 Any unused Monthly Call Allowance expires each month.

Casual Plans and Member Plans	<b>20</b> (formerly 10 before 22 November 2015) – This plan is not available to new or recontracting customers on and from 10 October 2005.	20 (formerly 10 before 22 November 2015) On and from 22 November 2015 this plan is not available to new or recontracting customers 10 (before 22 November 2015)– This plan is available to new customers and recontracting customers on and from 10 October 2005	30 (formerly 20 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers 20 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014	40 (formerly 30 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers 30 (before 22 November 2015)– This plan is not available to new customers on and from 4 March 2014	<ul> <li>50 (formerly 40 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers</li> <li>40 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014</li> </ul>	<b>60</b> (not available for sale after 31 October 2011)
	GST incl	GST Incl	GST incl	GST incl	GST incl	GST incl
Monthly Spend	\$10.00 \$20 on and from 22 November 2015	\$10.00 \$20 on and from 22 November 2015	\$20.00 \$30 on and from 22 November 2015	\$30.00 \$40 on and from 22 November 2015	\$40.00 \$50 on and from 22 November 2015	\$60.00
Eligible calls, SMS and MMS on and from 22 November 2015	Unlimited	Unlimited	Unimilted	Unlimited	Unlimited	\$60.00 to spend on national#, international, MessageBank, SMS, circuit switched BigPond Mobile Services calls and 3G/Next G video calls
Monthly included national#, international, MessageBank, SMS, circuit	\$5.00	Nil	\$20.00	\$30.00	\$40.00	\$60.00

## **Telstra Mobile Section**

Casual Plans and Member Plans	<b>20</b> (formerly 10 before 22 November 2015) – This plan is not available to new or recontracting customers on and from 10 October 2005.	20 (formerly 10 before 22 November 2015) On and from 22 November 2015 this plan is not available to new or recontracting customers 10 (before 22 November 2015)– This plan is available to new customers and recontracting customers on and from 10 October 2005	30 (formerly 20 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers 20 (before 22 November 2015)– This plan is not available to new customers on and from 4 March 2014	40 (formerly 30 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers 30 (before 22 November 2015)– This plan is not available to new customers on and from 4 March 2014	<ul> <li>50 (formerly 40 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers</li> <li>40 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014</li> </ul>	<b>60</b> (not available for sale after 31 October 2011)
	GST incl	GST Incl	GST incl	GST incl	GST incl	GST incl
switched BigPond Mobile Services calls and 3G/Next G video calls until 21 November 2015 Charges for calls (excl video calls) to an Australian fixed or mobile number – at all times – per 60 second block or part thereof (applicable from 1 October 2012 onwards)* until 21 November 2015	\$1.00	\$1.00	94c	88c	72c	52c
Charges for calls (excl video calls) to an Australian fixed or mobile number – at all times – per 60 second block or part thereof		52c				

## **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

Casual Plans and Member Plans	20 (formerly 10 before 22 November 2015) – This plan is not available to new or recontracting customers on and from 10 October 2005.	20 (formerly 10 before 22 November 2015) On and from 22 November 2015 this plan is not available to new or recontracting customers 10 (before 22 November 2015)– This plan is available to new customers and recontracting customers on and from 10 October 2005	<ul> <li>30 (formerly 20 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers</li> <li>20 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014</li> </ul>	<ul> <li>40 (formerly 30 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers</li> <li>30 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014</li> </ul>	<ul> <li>50 (formerly 40 before 22 November 2015) On and from 22 November 2015 this plan is not available to recontracting customers</li> <li>40 (before 22 November 2015) – This plan is not available to new customers on and from 4 March 2014</li> </ul>	<b>60</b> (not available for sale after 31 October 2011)
	GST incl	GST Incl	GST incl	GST incl	GST incl	GST incl
on and from 22 November 2015						
Connection fee until 21 November 2015	25¢	27¢	27¢	27¢	27¢	27¢
Connection fee on and from 22 November 2015		27¢				

\* Calls charged in 30 second blocks until 30 September 2012

Casual Plans and Member Plans (cont)	80 (not available for sale after 31 October 2011)	1 <b>00</b> (not available for sale after 31 October 2011)	<b>150</b> (not available for sale after 31 October 2011)	<b>250</b> (not available for sale after 31 October 2011)	<b>350 - (Casual</b> <b>Plans only)</b> (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl	GST incl	GST incl
Monthly Spend	\$80.00	\$100.00	\$150.00	\$250.00	\$350.00
Monthly included national#, international, MessageBank, SMS, circuit switched BigPond Mobile Services calls and 3G/Next G video calls.	\$80.00	\$100.00	\$150.00	\$250.00	\$350.00

# Part B – Old consumer pricing plans that are no longer available for new connections

					-
Casual Plans and Member Plans (cont)	80 (not available for sale after 31 October 2011)	<b>100</b> (not available for sale after 31 October 2011)	<b>150</b> (not available for sale after 31 October 2011)	<b>250</b> (not available for sale after 31 October 2011)	350 - (Casual Plans only) (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl	GST incl	GST incl
Charges for calls (excl video calls) to an Australian fixed or mobile number – at all times – per 60 second block or part thereof (applicable from 1 October 2012 onwards)*	48c	44c	40c	38c	36c
Connection fee	27¢	27¢	27¢	27¢	27¢

\* Calls charged in 30 second blocks until 30 September 2012

For avoidance of doubt, no changes were made to Casual Plans and Member Plans 60, 80, 100 150, 250 or 350 on 22 November 2015.

#### Page 298 of 575

## Our Customer Terms Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

### Member Plan extras

38.22 The Monthly Credit and Per Second Saver amounts for each plan spend are set out below.

Member Plans	20 (formally 10 before 22 November 2015) – This plan is not available to new or recontracting customers on and from 10 October 2005.	<b>20</b> (formally 10 before 22 November 2015) This plan is available to new or recontracting customers on and from 10 October 2005.	<b>30</b> (formally 20 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	40 (formally 30 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	<b>50</b> (formally 40 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	<b>60</b> (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl	GST incl	GST incl	GST incl
Monthly Credit until 21 November 2015	\$2.00	Nil	\$5.00	\$6.00	\$7.50	\$10.00
Montly Credit on and from 22 November 2015	N/A	N/A	N/A	N/A	N/A	\$10.00
For customers with a 10- digit Telstra account number: Charges for calls to an Australian fixed or mobile number if you choose the	1.66¢	1.66¢	1.566¢	1.466¢	1.2¢	0.866¢

#### Page 299 of 575

### Our Customer Terms Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

Member Plans	20 (formally 10 before 22 November 2015) – This plan is not available to new or recontracting customers on and from 10 October 2005.	20 (formally 10 before 22 November 2015) This plan is available to new or recontracting customers on and from 10 October 2005.	<b>30</b> (formally 20 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	40 (formally 30 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	<b>50</b> (formally 40 before 22 November 2015) This plan is not available to new customers on and from 4 March 2014 and not available for recontracting on and from 22 November 2015	60 (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl	GST incl	GST incl	GST incl
Per Second Saver Bonus Option – Each second*						
For customers with a 13- digit Telstra account number:						
Charges for calls to an Australian fixed or mobile number if you choose the Per Second Saver Bonus Option – Each second*	2¢	2¢	2¢	1¢	1¢	1¢

\* On and from 22 November 2015, these options are not applicable to Mobile Member Plan 20, 30, 40 and 50.

#### Page 300 of 575

### **Our Customer Terms** Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

Member Plans (cont)	<b>80</b> (not available for sale after 31 October 2011)	<b>100</b> (not available for sale after 31 October 2011)	<b>150</b> (not available for sale after 31 October 2011)	<b>250</b> (not available for sale after 31 October 2011)
	GST incl	GST incl	GST incl	GST incl
Monthly Credit	\$15.00	\$17.50	\$20.00	\$30.00
For customers with a 10-digit Telstra account number:				
Charges for calls to an Australian fixed or mobile number if you choose the Per Second Saver Bonus Option – Each second	<b>0.8</b> ¢	0.733¢	0.66¢	0.63¢
For customers with a 13-digit Telstra account number:				
Charges for calls to an Australian fixed or mobile number if you choose the Per Second Saver Bonus Option – Each second	1¢	1¢	1¢	1¢

For avoidance of doubt, no changes were made to Member Plans 60, 80, 100 150 or 250 on 22 November 2015.

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 39 Telstra Data+ Tablet Plans

### Not available to new connections on and from 23 November 2012.

Before 23 October 2011, these plans were called the Telstra Data+ Cap Plans

### Eligibility

- 39.1 You are only eligible to take up a Telstra Data+ Tablet Plan if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system.
- 39.2 To be eligible for a Telstra Data+ Tablet Plan you must:
  - (a) bring your own Next G<sup>®</sup> compatible device; or
  - (b) purchase a Next G<sup>®</sup> compatible device on a 24 month Mobile Repayment Option ("MRO") on a 24 month plan. The MRO terms and conditions are set out in Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 39.3 The Telstra Data+ Tablet Plan is supplied for the predominant purpose of personal, domestic or household use. You acknowledge that you will not use the Telstra Data+ Tablet Plan for the predominant purpose of business use.

### Availability

- 39.4 The Telstra Data+ Tablet Plan is only available with a 24 month minimum term.
- 39.5 Telstra Data+ Tablet Plans are available until they are withdrawn by us. The available Telstra Data+ Tablet Plans are described in clause **39.24**.

### Payment and Eligible Use

- 39.6 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.
- 39.7 You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.
- 39.8 Each month for the minimum term, you must pay us your minimum monthly spend ("Original Commitment"), plus pay us for all data usage and eligible calls made over your Included Data and Call Allowances and for all calls and usage that are not eligible. Unused Included Value amounts expire at the end of each month.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

- 39.9 You will not pay for data use that is included in your Included Data Allowance. Your Included Data Allowance excludes content charges (including 3rd party charges) and use while overseas. You must pay for any data use excluded from your Included Data Allowance.
- 39.10 If you have a call/SMS capable device, you will not pay for calls of the type that are included in your Included Call Allowance which are most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), some '12' calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268) and some '13' calls (130 (10 digits), 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 Digits)), national mobile originating text to most Australian numbers, picture and video messages to most Australian numbers, MessageBank diversion and retrieval charges (voice and video) and any other calls determined as eligible by us ("eligible calls").
- 39.11 Call types that are not eligible calls include data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, calls to 12xx not listed above as eligible calls, Premium SMS, international text, picture and video messages, calls made and received while overseas, all use while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. You must pay for any calls that are not eligible calls.

### **MRO Bonus**

- 39.12 If you:
  - (a) purchase an eligible device on a 24 month MRO; and
  - (b) your Telstra Data+ Tablet Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus on your bill each month for the minimum term of your Telstra Data+ Tablet Plan.

- 39.13 If you cancel your Telstra Data+ Tablet Plan or your MRO, you will no longer be entitled to the MRO Bonus.
- 39.14 The amount of the MRO bonus varies according to the value of your Telstra Data+ Tablet Plan and are described in clause **39.24**.

#### Other Promotional Offers

39.15 Telstra Data+ Tablet Plan is not available with any other Telstra offers or promotions, unless we tell you otherwise.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your monthly spend or plan

- 39.16 If, before the expiration of the minimum term of your Telstra Data+ Tablet Plan, your Telstra Data+ Tablet Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 39.17 If, before the expiration of the minimum term of your Telstra Data+ Tablet Plan, you want to move to another Telstra plan (other than another Telstra Data+ Tablet Plan with the same or higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 39.18 If, before the expiration of the minimum term of your Telstra Data+ Tablet Plan, you move to another Telstra Data+ Tablet Plan with the same or higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term or pay an early termination charge. In the month that you change your plan, your call rates, included calls, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new Included Data Allowance.

### **Early Termination Charges**

39.19 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

39.20 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Data+ Tablet Plan	Base ETC (incl. GST)
Telstra Data+ Tablet 29 Plan	\$696
Telstra Data+ Tablet 39 Plan	\$936
Telstra Data+ Tablet 49 Plan	\$1,176
Telstra Data+ Cap 79 Plan (not available for sale after 22 October 2011)	\$1,896
Telstra Data+ Tablet 89 Plan	\$2,136
Telstra Data+ Tablet 99 Plan	\$2,376

39.21 If you have taken up a MRO, any MRO Bonus you were receiving will end when your Telstra Data+ Tablet Plan is cancelled.

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

### At the end of your minimum term

- 39.22 At the end of your minimum term your service will, subject to clause **39.23**, remain on your chosen Telstra Data+ Tablet Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to another Telstra Data+ Tablet Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 39.23 If your Telstra Data+ Tablet Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Plan charges and inclusions

39.24 The plan charges and inclusions for your plan are set out below, which are for use in Australia only. The terms and conditions for use while overseas are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms. Any unused Included Data Allowance or Included Call Allowance expire at the end of each month.

Page 305 of 575

Telstra Mobile Section

	Telstra Data+ Tablet \$29 Plan	<b>Telstra Data+ Tablet</b> <b>\$39 Plan</b> (available from 23 October 2011)	Telstra Data+ Tablet \$49 Plan	<b>Telstra Data+ Cap</b> <b>\$79 Plan</b> (not available for sale after 22 October 2011)	<b>Telstra Data+ Tablet</b> <b>\$99 Plan</b> (available from 23 October 2011)
	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum Monthly Spend	\$29	\$39	\$49	\$79	\$99
Minimum Monthly Term	24 months	24 months	24 months	24 months	24 months
Monthly Included Data Allowance (calculated per KB)	1GB	4GB	8GB	12GB	15GB
MRO Bonus (if customer is eligible)	\$10	\$10	\$10	\$20	\$20
Excess Data Usage per MB (Charged per KB)	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Included Call Allowance (if applicable)	\$10	\$10	\$10	\$10	\$10
Call Connection Fee for Voice Calls to most Australian fixed or mobile numbers	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37
Call charges for standard voice calls to most Australian Fixed	\$0.42	\$0.40	\$0.40	\$0.40	\$0.40

#### Page 306 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

or mobile numbers – at all times - per 30 second block or part thereof					
Call Connection Fee for Video calls to most Australian fixed or mobile numbers	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Call charges for standard video calls to most Australian Fixed or mobile numbers – at all times - per 30 second block or part thereof	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55

No data flagfall charges or data session fees apply.

To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet devices have this functionality.

You may not remove your SIM from your compatible device and insert it into a mobile handset for the purposes of accessing data over Telstra's Next G network (or any other Telstra mobile network) with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible device to resume data access.

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours;
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 megabytes = 1 Gigabyte (GB)

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

### 40 Telstra Next G<sup>®</sup> Cap Plan

### Not available to new or recontracting customers on and from 22 November 2015

### Eligibility

- 40.1 Next G Cap Plans are available to customers with a 10-digit account number only, from 29 March 2011 until 2 July 2012. Next G Cap Plans are not available for new or recontracting customers on and from 3 July 2012.
- 40.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

#### Availability

- 40.3 The available Telstra Next G Cap Plans are described in clause **20.23**.
- 40.4 If you want to connect your existing Telstra mobile service to a Telstra Next G Cap Plan, you will need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

#### **Plan Options**

- 40.5 The Telstra Next G Cap Plans are available:
  - (a) with a subsidised handset Phone Option on an approved 24 month plan;
  - (b) with a bring your own compatible handset previously purchased from Telstra on a 12 or 24 month plan; or
  - (c) with an eligible handset on a 12 or 24 month Mobile Repayment Option
     ("MRO") on a 12 or 24 month plan. The MRO terms and conditions are set out in
     <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer

    </u>

#### Payment and Cap Amounts

## On and from 22 November, sections 40.6–40.8 only apply if you have a \$79 or \$99 Next G Cap Plan, or a \$129 Next G Cap Plan that you connected up to or on 18 October 2010.

- 40.6 Each month for the minimum term you must pay us the minimum monthly spend for the Telstra Next G Cap Plan you take up (which includes a minimum monthly access spend and a minimum monthly browsing pack), plus pay us for all eligible calls made over your Standard Cap and for all calls that are not eligible calls.
- 40.7 You will not pay for calls of the type that are included in your Cap Amounts which are most national direct dial voice and video calls (which includes calls to fixed and mobile

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

numbers in Australia), some '12' calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268) and some '13' calls (130 (10 digits), 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 Digits)), national mobile originating text, picture and video messages , MessageBank diversion and retrieval charges (voice and video) and any other calls determined as eligible by us ("eligible calls").

40.8 Call types that are not eligible calls include data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, calls to 12xx not listed above as eligible calls, Premium SMS, calls and text, picture and video messages to international numbers, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. You must pay for any calls that are not eligible calls.

## On and from 22 November 2015, sections Error! Reference source not found. and 40.13 only a pply if you have a \$39 (previously \$29) or \$59 (previously \$49) Next G Cap Plan

- 40.9 In addition to your minimum monthly charge you must pay for:
  - (a) any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 40.10 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 40.11 Call types that are not eligible calls include:

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
- (b) calls to 1234, 12455 and 12456;
- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;
- (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 40.12 You must pay for any calls that are not eligible calls.
- 40.13 Any unused Monthly Call Allowance expires each month.

## Sections 40.14– 40.16only apply if you have a \$129 Next G Cap Plan that you connected on or after 19 October 2010.

- 40.14 Each month for the minimum term you must pay us the minimum monthly spend for your Telstra \$129 Next G Cap Plan (which includes a minimum monthly access spend and a minimum monthly browsing pack), and for all calls that are not eligible calls.
- 40.15 You will not pay for calls of the type that are included in your Cap Amount which include most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), some '12' calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268) and some '13' calls (130 (10 digits), 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 Digits)), national mobile originating text, picture and video messages, MessageBank diversion and retrieval charges (voice and video) and any other calls determined as eligible by us ("eligible calls").
- 40.16 Call types that are not eligible calls include data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible

## Part B – Old consumer pricing plans that are no longer available for new connections

calls, calls to 12xx not listed above as eligible calls, Premium SMS, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. Voice and video calls, and text, picture and video messages to international numbers ("International Calls") are not eligible calls, however you receive a \$50 monthly allowance to use toward these International Calls ("IDD calling credit"). Any unused IDD calling credit is forfeited at the end of each month. You must pay for any calls that are not eligible calls, and for all International Calls over your IDD calling credit. Our FairPlay Policy applies.

#### **Browsing Pack**

- 40.17 You must maintain a minimum monthly browsing pack as detailed in this section (or choose a browsing pack with a higher monthly spend than the minimum monthly browsing pack) for the duration of your Telstra Next G Cap Plan.
- 40.18 You will not pay for data usage within the monthly Included Data of your browsing pack. Once you have used your Included Data, you must pay for excess data usage at a rate of \$0.25/MB.
- 40.19 You cannot cancel your minimum monthly browsing pack or move to a browsing pack with a lower monthly spend. If you do so, the minimum monthly browsing pack will be automatically re-applied to your account.
- 40.20 If you change your monthly browsing pack during a month, the amount that you pay for your browsing pack that month will be pro rated based on the number of days remaining in that billing cycle and you will receive the full amount of your new monthly browsing pack allowance.

#### **MRO** bonus

- 40.21 If you:
  - (a) purchase an eligible 3G or Next G<sup>®</sup> handset on a 12 or 24 month MRO; and
  - (b) your Telstra Next G Cap Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO bonus on your bill each month for the minimum term of your Telstra Next G Cap Plan.

- 40.22 If you cancel your Telstra Next G Cap Plan or your MRO, you will no longer be entitled to the MRO bonus.
- 40.23 The amount of the MRO bonus varies according to the value of your Telstra Next G Cap Plan and are described in clause 18.23.

### **Telstra Mobile Section**

## Part B – Old consumer pricing plans that are no longer available for new connections

### Other promotional offers

40.24 Telstra Next G Cap Plan is not available with any other Telstra mobile offer unless we tell you otherwise.

### Changing your plan monthly spend or plan

- 40.25 If, before the expiration of the minimum term of your Telstra Next G Cap Plan, your Telstra Next G Cap Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 40.26 If, before the expiration of the minimum term of your Telstra Next G Cap Plan, you want to move to another Telstra plan (other than another Telstra Next G Cap Plan with a higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable). If you move to another plan with a fixed minimum term, you will also need to pay a \$50 Early Recontracting Fee.
- 40.27 If, before the expiration of the minimum term of your Telstra Next G Cap Plan, you move to another Telstra Next G Cap Plan with a higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term. In the month that you change your plan, your call rates, included calls, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan, and you will receive the full amount of your new monthly browsing pack allowance.

### Early termination charges

- 40.28 The amount of any early termination charge payable is calculated in accordance with the following formula:
   <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term
- 40.29 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

	Base ETC (incl. GST)	
	12 months	24 months
Telstra Next G Cap Plan 29	\$288	\$576
Telstra Next G Cap Plan 39 on and from 22 November 2015		
Telstra Next G Cap Plan 49	\$468	\$936

### **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Next G Cap Plan 59 on and from 22 November 2015		
Telstra Next G Cap Plan 79	\$708	\$1416
Telstra Next G Cap Plan 99	\$948	\$1896
Telstra Next G Cap Plan 129	\$1080	\$2160

40.30 If you have taken up a MRO, any MRO Bonus you were receiving will end when your Telstra Next G Cap Plan is cancelled.

### At the end of your minimum term

40.31 At the end of your minimum term your service will, remain on your chosen Telstra Next G Cap Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to another Telstra Next G Cap Plan unless the plans are still available for recontracting and you recontract for another minimum term. If your Telstra Next G Cap Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Page 313 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

### Plan charges and Cap Amounts

40.32 The plan charges and Cap Amounts for your plan are set out below. Any unused Cap Amounts and Included Data are forfeited at the end of each month.

	Telstra Next G Cap Plan 39 (was Telstra Next G Cap Plan 29 before 22 November 2015)	Telstra Next G Cap Plan 59 (was Telstra Next G Cap Plan 49 before 22 November 2015)	Telstra Next G Cap Plan 79	Telstra Next G Cap Plan 99	Telstra Next G Cap Plan 129 for connections up to and on 18 October 2010	Telstra Next G Cap Plan 129 for connections on and after 19 October 2010
	GST incl	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum monthly access spend	\$24 \$34 on and from 22 November 2015	\$39 \$49 on and from 22 November 2015	\$59	\$79	\$90	\$100
Minimum monthly browsing pack for data to use in Australia	\$5	\$10	\$20	\$20	\$39	\$29
Minimum monthly browsing pack data allowance (connections prior to 21 Nov 2010)	30 MB	200 MB	500 MB	500 MB	1 GB	1 GB
Minimum monthly browsing pack	30 MB	1 GB	2 GB	2 GB	N/A	3 GB

#### Page 314 of 575

data allowance (connections from 22 Nov 2010)						
Total minimum monthly spend	<b>\$29</b> <b>\$39</b> on and from 22 November 2015	<b>\$49</b> <b>\$59</b> on and from 22 November 2015	\$79	\$99	\$129	\$129
Cap Amounts for eligible calls	\$150 Unlimted for eligible calls on and from 22 November 2015	\$400 Unlimited for eligible calls on and from 22 November 2015	\$750	\$1000	\$1500	Unlimited
Call charges for standard voice calls to an Australian fixed or mobile number - at all times - per 60 second block or part thereof	\$0.84 Unlimited for eligible calls on and from 22 November 2015	\$0.80 Unlimited for eligible calls on and from 22 November 2015	\$0.80	\$0.70	\$0.70	n/a
Connection fee for voice calls to an Australian fixed or mobile number	\$0.37 N/A on and from 22 November 2015	\$0.37 N/A on and from 22 November 2015	\$0.37	\$0.32	\$0.32	n/a

Page 315 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

MRO Bonus (if customer is eligible)	\$10	\$20	\$20	\$30	\$30	\$30
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\* Calls charged in 30 second blocks (or part) until 20 March 2011

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

### 41 Freedom® Connect Plans

### Not available to new or recontracting customers on and from 22 November 2015

### Eligibility

- 41.1 You will be eligible to take up a Freedom Connect Plan at any time before 2 July 2012 if you are a new customer or an existing customer whose account is on our new customer care and billing system. If you have a 13 digit account number your account is on our new system. Freedom Connect Plans are not available for new or recontracting customers on and from 2 July 2012.
- 41.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

### Availability

- 41.3 Freedom Connect Plans are available until they are withdrawn by us. The available Freedom Connect Plans are described in clause **41.34**.
- 41.4 If you want to connect your existing Telstra mobile service to a Freedom Connect Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

### **Plan Options**

- 41.5 The plans are available:
  - (a) with a subsidised handset Phone Option on an approved 24 month Freedom Connect Plan;
  - (b) with a bring your own compatible handset on a 12 or 24 month Freedom Connect Plan; or
  - (c) with an eligible handset on a 12 or 24 month Mobile Repayment Option ("MRO") on a 12 or 24 month Freedom Connect Plan. The MRO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile</u> <u>Section of Our Customer Terms</u>.

### Payment and Eligible Calls

- 41.6 Your Freedom Connect Plan will include a monthly call allowance to use toward eligible calls ("call allowance"), as well as a monthly data allowance to use in Australia ("data allowance").
- 41.7 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Freedom Connect Plan you take up. You will also need to pay for

Part B – Old consumer pricing plans that are no longer available for new connections

all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, and for all data use in excess of your data allowance.

- 41.8 You will not pay for calls of the type that are included in your call allowance which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls;
  - (c) all '13' calls (6 and 10 digit);
  - (d) all '11' calls
  - (e) all '1800' calls;
  - (f) call diversions;
  - (g) MessageBank diversion and retrieval charges (voice and video);
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us ("**eligible calls**"). Our FairPlay policy applies.
- 41.9 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) Push to Talk calls;
  - (g) reverse charge calls;
  - (h) third party content charges, WAP, GRPS and data usage;
  - (i) information calls; and
  - (j) any other calls determined by us not to be eligible calls.

### Part B – Old consumer pricing plans that are no longer available for new connections

You must pay for any calls that are not eligible calls.

- 41.10 Voice and video calls, and text, picture and video messages to international numbers ("International Calls") are not eligible calls, however the following plan receives a \$50 monthly allowance to use toward these International Calls ("IDD calling allowance"):
  - (a) Freedom Connect Plan \$129.

Any unused IDD calling allowance will expire at the end of each month. You must pay for all International Calls over your IDD calling allowance.

#### **Data Allowance**

41.11 You will not pay for data usage within the monthly data allowance. Any unused data allowance is forfeited at the end of each billing period. Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.25/MB.

#### **MRO Bonus credit**

- 41.12 If you:
  - purchase an eligible 3G or Next G<sup>®</sup> handset on a 12 or 24 month Monthly (a) Repayment Option ("MRO"); and
  - (b) your Freedom Connect Plan and your MRO have the same minimum term and commence on the same day,

you will receive a MRO Bonus credit on your bill each month for the minimum term of your Freedom Connect Plan.

- 41.13 Monthly handset repayments (if any) are after the MRO Bonus has been applied to your account.
- 41.14 If you cancel your Freedom Connect Plan or your MRO, you will no longer be entitled to the MRO Bonus and you must pay the remaining handset repayments in addition to any early termination charge ("ETC") for your plan.
- 41.15 The amount of the MRO Bonus varies according to the value of your Freedom Connect Plan and are described in clause **41.34**.

#### **BlackBerry® Individual Solution**

- 41.16 If you have a compatible BlackBerry® handset, the \$99 and \$129 Freedom Connect Plans include a BlackBerry® Individual Solution (BIS) for no additional charge. Our FairPlay Policy applies.
- 41.17 If you move to an ineligible plan, the included BIS service will be removed from your service.

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

- 41.18 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan.
- 41.19 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.
- 41.20 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on BIS.

### **Electronic Billing and Payment**

- 41.21 Your Freedom Connect Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 41.22 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 41.23 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 41.24 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### Other promotional offers

41.25 The Freedom Connect Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

41.26 Our FairPlay Policy applies to your Freedom Connect Plan.

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

### Changing your plan monthly spend or plan

- 41.27 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Freedom Connect Plan minimum term, you may do so only while Freedom Connect Plan are available for recontracting. Freedom Connect Plans are not available for recontracting from 2 July 2012. If the Freedom Connect Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.
- 41.28 On and from 25 Febuary 2013, you may change your Freedom Connect Plan minimum monthly spend (where the change does not require you to restart your minimum term), once every 60 day period.

Change	Terms
If you move to a Freedom Connect Plan with a higher minimum monthly spend	You will not need to restart your minimum term. In the month that you change your plan, your call rates, and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances. Your MRO Bonus (if applicable) will not increase.
If you move to a Freedom Connect Plan with a lower minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee. Your MRO Bonus (if applicable) will no longer apply.
If you have a Freedom Connect Plan with a subsidised handset and move to another Telstra plan (including Freedom Connect BYO Plan)	You will need to restart your minimum term. In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Freedom Connect BYO Plan, you will receive the full monthly call allowance of your new plan.

# Part B – Old consumer pricing plans that are no longer available for new connections

	You will also need to pay an early termination charge. Your MRO Bonus (if applicable) will no longer apply.
If you don't have a subsidised handset and move your Freedom Connect Plan to another Telstra plan (including Freedom Connect BYO Plan) with the same or higher minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Freedom Connect BYO Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee. Your MRO Bonus (if applicable) will no longer apply.
If you don't have a subsidised handset and move your Freedom Connect Plan to another Telstra plan (including Freedom Connect BYO Plan) with a lower minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Freedom Connect BYO Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee. Your MRO Bonus (if applicable) will no longer apply.

### Early termination charges

- 41.29 If, before the expiration of the minimum term of your Freedom Connect Plan your Freedom Connect Plan is cancelled (other than due to our material breach) you will need to pay us an ETC and pay the balance of your MRO (if applicable).
- 41.30 The amount of any ETC payable is calculated in accordance with the following formula: <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term
- 41.31 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Base ETC (incl. GST)		
	12 months	24 months	
Freedom Connect Plan \$39	\$313	\$626	
(was Freedom Connect Plan			
\$29 before 22 November 2015)			
Freedom Connect Plan \$59	\$529	\$1058	
(was Freedom Connect Plan			
\$49 before 22 November 2015)			
Freedom Connect Plan \$59	\$637	\$1274	
Freedom Connect Plan \$79	\$853	\$1706	
Freedom Connect Plan \$99	\$1069	\$2138	
Freedom Connect Plan \$129	\$1393	\$2786	

41.32 If you have taken up a MRO, any MRO Bonus you were receiving will end when your Freedom Connect Plan is cancelled.

### At the end of your minimum term

41.33 At the end of your minimum term your service will remain on your chosen Freedom Connect Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to another Freedom Connect Plan unless the plans are still available for recontracting and you recontract for another minimum term. If your Freedom Connect Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

### Page 323 of 575

## Our Customer Terms Telstra Mobile Section

### Part B – Old consumer pricing plans that are no longer available for new connections

### Plan charges and monthly call and data allowances

- 41.34 The plan charges and monthly call and data allowances for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month.
- 41.35 On and from 25 Febuary 2013, if you change your Freedom Connect Plan minium monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Freedom Connect Plan \$39 (was Freedom Connect Plan \$29 before 22 November 2015)	Freedom Connect Plan \$59 (was Freedom Connect Plan \$49 before 22 November 2015)	Freedom Connect Plan \$59	Freedom Connect Plan \$79	Freedom Connect Plan \$99	Freedom Connect Plan \$129
Minimum monthly spend	\$29	\$49				
	<b>\$39</b> on and from 22 November 2015	<b>\$59</b> on and from 22 November 2015	\$59	\$79	\$99	\$129
Monthly call allowance for eligible calls	\$150	\$450				
	Unlimited on and from 22 November 2015	Unlimited on and from 22 November 2015	\$550	\$800	\$1,200	Unlimited

Page 324 of 575

	Freedom Connect Plan \$39 (was Freedom Connect Plan \$29 before 22 November 2015)	Freedom Connect Plan \$59 (was Freedom Connect Plan \$49 before 22 November 2015)	Freedom Connect Plan \$59	Freedom Connect Plan \$79	Freedom Connect Plan \$99	Freedom Connect Plan \$129	
Monthly data allowance to use in Australia	30MB	1GB	1.5GB	2GB	2.5GB	3GB	
Call charges for voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.90 N/A (unlimited for eligible calls) on and from 22 November 2015		\$0.90			n/a (Unlimited)	
Call connection fee for voice and video calls to standard Australian fixed and mobile numbers	\$0.35 N/A on and from 22 November 2015		\$0.35			n/a (Unlimited)	
National SMS rate to standard Australian mobile numbers	\$0.25 n/a (Unlimited) on and from 22 November 2015		n/a (Unlimited)				
MessageBank retrieval (charged per 60 second block or part)	\$0.90		n/a (Unlimited)				

Page 325 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

	Freedom Connect Plan \$39 (was Freedom Connect Plan \$29 before 22 November 2015)	Freedom Connect Plan \$59 (was Freedom Connect Plan \$49 before 22 November 2015)	Freedom Connect Plan \$59	Freedom Connect Plan \$79	Freedom Connect Plan \$99	Freedom Connect Plan \$129
	n/a (Unlimited) <b>on</b> November 2015	and from 22				
MessageBank connection fee	n/a (Unlimited)	0.35 on and from 22 ber 2015		n/a (Un	limited)	
Excess data rate (per MB, charged per kB)			\$0	.25		
MRO Bonus (if customer is eligible)	up to \$5	up to \$10	up to \$15	up to \$20	up to \$25	up to \$30
BlackBerry <sup>®</sup> Individual Solution (for use with compatible BlackBerry handsets)	-	-	-	-	Included	Included
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.				rrears if you make a	

Part B – Old consumer pricing plans that are no longer available for new connections

#### 42 Freedom® Connect BYO Plans

#### Not available for new or recontracting customers on and from 22 November 2015.

#### Eligibility

- 42.1 You will be eligible to take up a Freedom Connect BYO Plan at any time before 2 July 2012 if you are a new customer or an existing customer on our new customer care and billing system. If you have a 13 digit account number you are on our new system. Freedom Connect BYO Plans are not available for new or recontracting customers on and from 2 July 2012.
- 42.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 42.3 The plans are available with a bring your own Next G<sup>®</sup> compatible handset only.

#### Availability

- 42.4 Freedom Connect BYO Plans are available until they are withdrawn by us. The available Freedom Connect BYO Plans are described in clause **42.31**.
- 42.5 If you want to connect your existing Telstra mobile service to a Freedom Connect BYO Plan, you may need to cancel your current plan and pay us any applicable early termination and early recontracting charges for that cancellation.

#### **Plan Options**

42.6 The plans are available with a bring your own Next G<sup>®</sup> compatible handset on a 12 or 24 month Freedom Connect BYO Plan.

#### **Payment and Eligible Calls**

- 42.7 Your Freedom Connect BYO Plan will include a monthly call allowance to use toward eligible calls ("**call allowance**"), as well as a monthly data allowance to use in Australia ("**data allowance**").
- 42.8 Each month for your minimum term (12 or 24 months) you must pay us the minimum monthly spend for the Freedom Connect BYO Plan you take up. You will also need to pay for all eligible calls made over your call allowance (where applicable), for all calls that are not eligible calls, and for all data use in excess of your data allowance.
- 42.9 You will not pay for calls of the type that are included in your call allowance which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);

## Part B – Old consumer pricing plans that are no longer available for new connections

- (b) most '12' calls;
- (c) all '13' calls (6 and 10 digit);
- (d) all '11' calls;
- (e) all '1800' calls;
- (f) call diversions;
- (g) MessageBank diversion and retrieval charges (voice and video);
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us ("**eligible calls**"). Our FairPlay policy applies.
- 42.10 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, text, picture and video messages to international numbers;
  - (e) all use (such as calls made and received) while overseas;
  - (f) Push to Talk calls;
  - (g) reverse charge calls;
  - (h) third party content charges, WAP, GRPS and data usage;
  - (i) information calls; and
  - (j) any other calls determined by us not to be eligible calls.

You must pay for any calls that are not eligible calls.

- 42.11 Voice and video calls, and text, picture and video messages to international numbers ("**International Calls**") are not eligible calls, however the following plan receives a \$50 monthly allowance to use toward these International Calls ("**IDD calling allowance**"):
  - (a) Freedom Connect BYO Plan \$99.

## Part B – Old consumer pricing plans that are no longer available for new connections

Any unused IDD calling allowance will expire at the end of each month. You must pay for all International Calls over your IDD calling allowance.

#### **Data Allowance**

42.12 You will not pay for data usage within the monthly data allowance. Any unused data allowance is forfeited at the end of each billing period. Once you have used your monthly data allowance, you must pay for excess data usage at a rate of \$0.25/MB.

#### **BlackBerry® Individual Solution**

- 42.13 If you have a compatible BlackBerry® handset, the \$79 and \$99 Freedom Connect BYO Plans include a BlackBerry® Individual Solution (BIS) for no additional charge. Our FairPlay Policy applies.
- 42.14 If you move to an ineligible plan, the included BIS service will be removed from your service.
- 42.15 If you are eligible for the included BIS but have an existing contracted BIS plan, you may take up the included BIS, however any relevant ETC will apply for your existing BIS plan
- 42.16 The BlackBerry® 10 handset is not a compatible BlackBerry® handset for the BlackBerry® Individual Solution. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BlackBerry® Individual Solution.
- 42.17 See Part G Data Services of the Telstra Mobile Section of Our Customer Terms for more details on BIS.

#### **Electronic Billing and Payment**

- 42.18 Your Freedom Connect BYO Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 42.19 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 42.20 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing

## Part B – Old consumer pricing plans that are no longer available for new connections

are set out in the General Terms for Consumer Customers section of Our Customer Terms.

42.21 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518* 

#### Other promotional offers

42.22 The Freedom Connect BYO Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Telstra FairPlay Policy**

42.23 Our FairPlay Policy applies to your Freedom Connect BYO Plan.

#### Changing your plan monthly spend or plan

- 42.24 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Freedom Connect BYO Plan minimum term, you may do so only while Freedom Connect BYO Plan are available for recontracting. Freedom Connect BYO Plans are not available for recontracting from 2 July 2012. If the Freedom Connect BYO Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.
- 42.25 On and from 25 Febuary 2013, you may change your Freedom Connect BYO Plan minimum monthly spend (where the change does not require you to restart your minimum term) once every 60 day period.

Change	Terms
If you move to a Freedom Connect BYO Plan with a higher minimum monthly spend	You will not need to restart your minimum term. In the month that you change your plan, your call rates and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly included call and data allowances.
If you move to a Freedom Connect BYO Plan with a lower minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates, and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend and you will receive the full amount of your new monthly included call

## Our Customer Terms

### Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

	and data allowances. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee.
If you move your Freedom Connect BYO Plan to another Telstra plan (including a Freedom Connect Plan) with a lower minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Freedom Connect Plan, you will receive the full monthly call allowance of your new plan. You may also need to pay an early termination charge and a \$50 Early Recontracting Fee.
If you move your Freedom Connect BYO Plan to another Telstra plan (including a Freedom Connect Plan) with the same or higher minimum monthly spend	You will need to restart your minimum term. In the month that you change your plan, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new plan and you will receive the full amount of your new monthly data allowance (where included). If you move to a Freedom Connect Plan, you will receive the full monthly call allowance of your new plan. You will need to pay a \$50 Early Recontracting Fee.

#### Early termination charges

- 42.26 If, before the expiration of the minimum term of your Freedom Connect BYO Plan your Freedom Connect BYO Plan is cancelled (other than due to our material breach) you will need to pay us an ETC.
- 42.27 The amount of any ETC payable is calculated in accordance with the following formula: <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u> Total number of months in the minimum term
- 42.28 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Base ETC (incl. GST)	
12 months	24 months

## Our Customer Terms

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

Freedom Connect BYO Plan 39 (was Freedom Connect BYO Plan 29 before 22 November 2015)	\$313	\$626
Freedom Connect BYO Plan 59 (was Freedom Connect BYO Plan 49 before 22 November 2015)	\$529	\$1058
Freedom Connect BYO Plan 59	\$637	\$1274
Freedom Connect BYO Plan 79	\$853	\$1706
Freedom Connect BYO Plan 99	\$1069	\$2138

#### At the end of your minimum term

- 42.29 At the end of your minimum term your service will, subject to clause **42.30** remain on your chosen Freedom Connect BYO Plan. You cannot move to another Freedom Connect BYO Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 42.30 If your Freedom Connect BYO Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Page 332 of 575

## Our Customer Terms Telstra Mobile Section

### Part B – Old consumer pricing plans that are no longer available for new connections

#### Plan charges and monthly call and data allowances

- 42.31 The plan charges and monthly call and data allowances for your plan are set out below. Any unused monthly call and data allowances will expire at the end of each month.
- 42.32 On and from 25 Febuary 2013, if you change your Freedom Connect BYO Plan minium monthly spend part way through your billing period, you will receive the full included call and data allowances for your new plan.

	Freedom Connect BYO Plan \$39 (was Freedom Connect BYO Plan \$29 before 22 November 2015)	Freedom Connect BYO Plan \$59 (was Freedom Connect BYO Plan \$49 before 22 November 2015)	Freedom Connect BYO Plan \$59	Freedom Connect BYO Plan \$79	Freedom Connect BYO Plan \$99
Minimum monthly spend	\$29 <b>\$39</b> on and from 22 November 2015	\$49 <b>\$39</b> on and from 22 November 2015	\$59	\$79	\$99
Monthly call allowance for eligible calls	\$150 Unlimited on and from 22 November 2015	\$550 Unlimited on and from 22 November 2015	\$800	\$1200	Unlimited
Monthly data allowance to use in Australia	30MB	1.5GB	2GB	2.5GB	3GB

Page 333 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

	Freedom Connect BYO Plan \$39 (was Freedom Connect BYO Plan \$29 before 22 November 2015)	Freedom Connect BYO Plan \$59 (was Freedom Connect BYO Plan \$49 before 22 November 2015)	Freedom Connect BYO Plan \$59	Freedom Connect BYO Plan \$79	Freedom Connect BYO Plan \$99
Call charges for voice and video calls to standard Australian fixed and mobile numbers (charged per 60 second block or part)	\$0.90 N/A (unlimited for eligible calls) on and from 22 November 2015		\$0.90		n/a (Unlimited)
Call connection fee for voice and video calls to standard Australian fixed and mobile numbers	<del>\$0.35</del> N/A (unlimited for eligible calls) on and from 22 November 2015	\$0.35			n/a (Unlimited)
National SMS rate to standard Australian mobile numbers	<b>\$0.25</b> n/a (Unlimited) on and from 22 November 2015	n/a (Unlimited)			
MessageBank retrieval (charged per 60 second block or part)	<b>n/a (Unlimited)</b> on a	\$0.90 n/a (Unlimited) and from 22 November 2015			

Page 334 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

	Freedom Connect BYO Plan \$39 (was Freedom Connect BYO Plan \$29 before 22 November 2015)	Freedom Connect BYO Plan \$59 (was Freedom Connect BYO Plan \$49 before 22 November 2015)	Freedom Connect BYO Plan \$59	Freedom Connect BYO Plan \$79	Freedom Connect BYO Plan \$99
MessageBank connection fee	<b>n/a (Unlimited)</b> on a	\$0.35 and from 22 November 2015		n/a (Unlimited)	
BlackBerry® Individual Solution (for use with compatible BlackBerry handsets)	-	-	-	Included	Included
Excess data rate (per MB, charged per kB)			\$0.25		
Paper Bill and Payment in Person or via Mail	A \$2.20 fee will apply ea	ich month in arrears if you receiv paym	ve a paper bill. A \$1.00 fe nent in person or via ma		rrears if you make a bill

## Part B – Old consumer pricing plans that are no longer available for new connections

#### 43 Ultimate II Plan

#### Not available to new connections on and from 21 November 2010.

#### Eligibility

- 43.1 You are only eligible to take up an Ultimate II Plan if you are a new customer or an existing customer on our new customer care and billing systems. If you have a 13 digit account number you are on our new systems.
- 43.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 43.3 Ultimate II Plan is not available with any other Telstra mobile offer unless we tell you otherwise.

#### **Plan Options**

- 43.4 The Ultimate II Plans are available:
  - (a) with a subsidised handset Phone Option on a 24 month plan (except in relation to the \$35 Ultimate II Plan);
  - (b) with a bring your own compatible handset previously purchased from Telstra on a 12 or 24 month plan; or
  - (c) with an eligible handset on a 12 or 24 month Mobile Repayment Option
     ("MRO") on a 12 or 24 month plan. The MRO terms and conditions are set out in
     <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer

    </u>

#### Payment and eligible calls

- 43.5 Each month for the minimum term you must pay us the minimum monthly spend for the Ultimate II Plan you take up (which includes a minimum monthly access spend and a minimum monthly browsing pack), plus pay us for all eligible calls made over your monthly included calls and usage and for all calls that are not eligible calls.
- 43.6 You will not pay for:
  - (a) the monthly included allowance (in minutes) for most types of national direct dial voice calls (which includes calls to fixed and mobile numbers in Australia and calls to 132 200, 125 111, 132 203, 137 663, 133 933, 1258 880, 1258 888, 125 8887, 132 000, 132 999). Call duration will be calculated in 30 second blocks;
  - (b) the monthly included number of standard national SMS (texts); and

## Our Customer Terms

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

- (c) monthly included value for eligible calls and usage, which are most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), some '12' calls (1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268), '13' and '1300' calls, national mobile originating text, picture and video messages, MessageBank diversion and retrieval charges (voice and video), data calls within Australia (such as WAP and GPRS) and any other calls determined as eligible by us ("eligible calls").
- 43.7 The monthly included allowance (in minutes), number of standard national SMS (texts) and included value for eligible calls and usage of each Ultimate II Plan are detailed in 2.23.
- 43.8 Call types that are not eligible calls include operator assisted calls, premium number calls (such as '19xx' and '18xx' calls) not listed above as eligible calls, calls to 12xx not listed above as eligible calls, Premium SMS, international text, picture and video messages, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, information calls and any other calls determined by us not to be eligible calls. You must pay for any calls that are not eligible calls.
- 43.9 Eligible calls will be deducted from your monthly included allowance for national direct dial voice calls (minutes) and standard national SMS (texts) first. Once you have used your monthly included allowance (minutes) and standard national SMS (texts), eligible calls will be deducted from your monthly included value for eligible calls and usage (until your monthly included value has been used).

#### **Browsing Pack**

- 43.10 You must maintain a minimum monthly browsing pack as detailed in 2.23 (or a browsing pack with a higher monthly spend) for the duration of your Ultimate II Plan.
- 43.11 You will not pay for data usage within the monthly Included Data of your browsing pack. Once you have used your Included Data, you must pay for excess data usage at a rate of \$0.25/MB.
- 43.12 You cannot cancel your minimum monthly browsing pack or move to a browsing pack with a lower monthly spend. If you do so, the minimum monthly browsing pack will be automatically re-applied to your account.

#### Mobile Repayment Option (MRO) bonus

- 43.13 If you:
  - (a) purchase an eligible handset on a 12 or 24 month MRO; and
  - (b) your Ultimate II Plan and your MRO have the same minimum term and commence on the same day,

## Part B – Old consumer pricing plans that are no longer available for new connections

you will receive a MRO bonus on your bill each month for the minimum term of your Ultimate II Plan.

- 43.14 If you cancel your Ultimate II Plan or your MRO, you will no longer be entitled to the MRO Bonus.
- 43.15 The amount of the MRO bonus is in the table in **23.23**.

#### Changing your plan monthly spend or plan

- 43.16 If, before the expiration of the minimum term of your Ultimate II Plan, your Ultimate II Plan is cancelled (other than due to our material breach) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable).
- 43.17 If, before the expiration of the minimum term of your Ultimate II Plan, you want to move to another Telstra plan (other than another Ultimate II Plan with a higher minimum monthly spend) you will need to pay us an early termination charge and pay the balance of your Mobile Repayment Option (if applicable). If you move to another plan with a fixed minimum term, you will also need to pay a \$50 Early Recontracting Fee.
- 43.18 If, before the expiration of the minimum term of your Ultimate II Plan, you move to another Ultimate II Plan with a higher minimum monthly spend, you may do so if that other plan is still available for recontracting. You do not need to restart your minimum term. Your call rates, included calls, monthly spend and MRO bonus (if applicable) will be adjusted on a pro-rata basis to reflect your new plan.

#### Early termination charges

43.19 The amount of any early termination charge payable is calculated in accordance with the formula:
 <u>Base ETC x number of months (or part thereof) remaining in your minimum term</u>

Total number of months in the minimum term

	Base ETC (incl. GS	ST)	
	12 months	24 months	
Ultimate II Plan 35	\$360	\$720	
Ultimate II Plan 55	\$540	\$1080	
Ultimate II Plan 85	\$780	\$1560	
Ultimate II Plan 110	\$1080	\$2160	
Ultimate II Plan 150	\$1332	\$2664	

43.20 The Base ETC for your plan is set out in the table below.

#### At the end of your minimum term

43.21 At the end of your minimum term your service will remain on your chosen Ultimate II Plan, however you will no longer be entitled to any MRO Bonus. You cannot move to

## Part B – Old consumer pricing plans that are no longer available for new connections

another Ultimate II Plan unless the plans are still available for recontracting and you recontract for another minimum term.

43.22 If your Ultimate II Plan is no longer available for new customers, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Page 339 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

#### Plan charges and included calls and usage

43.23 The plan charges and included calls and usage for your plan are set out below. Any unused monthly included allowance (minutes), standard national SMS (texts), monthly included value for eligible calls and usage, or Included Data is forfeited at the end of each month.

	Ultimate II Plan 35	Ultimate II Plan 55	Ultimate II Plan 85	Ultimate II Plan 110	Ultimate II Plan 150
	GST incl	GST incl	GST incl	GST incl	GST incl
Minimum monthly access spend	\$30	\$45	\$65	\$90	\$111
Minimum monthly browsing pack	\$5	\$10	\$20	\$20	\$39
Total minimum monthly spend	\$35.00	\$55.00	\$85.00	\$110.00	\$150.00
Monthly included value for eligible calls and usage	\$30	\$150	\$250	\$650	\$1500
Monthly included allowance for most national voice calls (in minutes) charged in 30 second blocks	Up to 100	Up to 150	Up to 350	Up to 450	Up to 500
Monthly included standard national SMS (number of texts)	100	150	350	450	500
Call charges for standard voice calls to an	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42

Page 340 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

Australian fixed or mobile number - at all times - per 30 second block or part thereof					
Connection fee for voice calls to an Australian fixed or mobile number	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
MRO Bonus (if you are eligible)	\$10	\$20	\$20	\$30	\$30

Part B – Old consumer pricing plans that are no longer available for new connections

#### 44 Get Connected Plans

#### Not available to new connections on and from 26 September 2008

#### Payment

- 44.1 You must pay us your chosen plan's monthly access fee each month for your minimum term and for all call charges and other services you have used.
- 44.2 You can buy a handset from us at a subsidised price when you connect to our network on a Get Connected Phone Plan for 24 months.
- 44.3 You can connect to a Get Connected Member Plan for 12 or 24 months. Eligible Get Connected Member Plan customers may apply for a Mobile Repayment Option to buy a handset from us. The Mobile Repayment Option terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u> (except for the option for an 18 month Mobile Repayment Option).

#### Text (SMS) Option

- 44.4 You may choose to add or remove the Text Option to your Get Connected Plan at any time during your minimum term. If you add or remove the Text Option part way through your bill cycle, the monthly fee will be adjusted on a pro-rata basis.
- 44.5 If you take up the Text Option, we charge you the following charges. Eligible text messages do not include SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, and some Instant Messaging Services.

	GST incl
Monthly Fee for up to 100 eligible text messages per day	\$3.00
Charges for eligible text messages to a Telstra mobile number in Australia – at all times	5¢
Charges for eligible text messages to a text message capable fixed phone in Australia – at all times	5¢
Charges for eligible text messages to a non-Telstra mobile number in Australia - at all times	25¢

- 44.6 More information about sending text messages to text message capable fixed phones is set out in Part E SMS and Messaging of the Telstra Mobile Section of Our Customer Terms.
- 44.7 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to the Text Option.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Other promotional offers

44.8 Get Connected Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### Changing your monthly access fee or plan

- 44.9 We may allow you to change your original monthly access fee or move to another plan during your minimum term. If the change you request requires you to restart your Get Connected Plan minimum term, you may do so only while Get Connected Plans are available for recontracting. If the Get Connected Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.
- 44.10 If you are on a Get Connected Member Plan, the terms applying to these changes are set out in the table below.

Change	Terms
If you move to a Get Connected Member Plan with a lower monthly access fee	You will need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will also need to pay a \$50 Early Recontracting Fee. You may also need to pay an early termination charge.
If you move to another plan with a fixed minimum term with a lower monthly access fee	You will need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will also need to pay a \$50 Early Recontracting Fee and an early termination charge.
If you move to a Get Connected Member Plan with a higher monthly access fee	You do not need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee.
If you move to another plan with a fixed minimum term with the same or a higher monthly access fee	You will need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will need to pay a \$50 Early Recontracting Fee.

44.11 If you are on a Get Connected Phone Plan, the terms applying to these changes are set out in the table below.

Change	Terms
If you move to another Get Connected Phone Plan with a lower monthly access fee	You will need to restart your minimum term. Your call rates, and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will also need to pay an early termination charge.

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you move to another plan with a fixed minimum term with a lower monthly access fee	You will need to restart your minimum term. Your call rates, and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will also need to pay an early termination charge and a \$50 administration fee.
If you move to a Get Connected Phone Plan with a higher monthly access fee	You do not need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee.
If you move to another plan with a fixed minimum term with the same or a higher monthly access fee	You will need to restart your minimum term. Your call rates and monthly access fee will be adjusted on a pro-rata basis to reflect your new monthly access fee. You will also need to pay an early termination charge.
If you buy a new handset from us on a new Get Connected Phone Plan	You need to restart your minimum term. You will also need to pay an early termination charge. A \$50 administration fee will also apply if you move to a Get Connected Phone Plan with a lower monthly access fee.

#### Early termination charges

- 44.12 You must pay an early termination charge (**ETC**) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach);
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you terminate your plan and take up a pre-paid or casual plan.
- 44.13 The amount of any early termination charge payable is calculated in accordance with the formula:

Base ETC x number of months (or part thereof) remaining in your minimum term Total number of months in the minimum term

44.14 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Telstra Get Connected Plan	Base ETC	
	12 month plan	24 month plan
\$12 Telstra Get Connected Member Plan	\$144	\$288

## Part B – Old consumer pricing plans that are no longer available for new connections

\$25 Telstra Get Connected Member Plan	\$300	\$600
\$40 Telstra Get Connected Member Plan	\$480	\$960
\$23 Telstra Get Connected Phone Plan	N/A	\$850
\$40 Telstra Get Connected Phone Plan	N/A	\$1250
\$55 Telstra Get Connected Phone Plan	N/A	\$1600

For Get Connected Phone Plans, the applicable Base ETC may be less depending on the handset you select.

#### At the end of your minimum term

- 44.15 At the end of your minimum term your service will remain on your chosen Get Connected Plan. You cannot move to another Get Connected Plan unless you recontract.
- 44.16 If the Get Connected Plans are no longer available, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Charges

44.17 We charge you the following charges. Eligible voice calls do not include premium content and information services and some calls including calls to numbers beginning with 19, 12, 13 or 1800, emergency calls, international and international roaming calls, calls to satellite phones, diverted calls, value added services (such as reminder and wakeup calls), Dial It Services, Operator Assisted calls, MessageBank diversions and retrievals, Push To Talk, Memo, PocketNews and all data calls (such as SMS, WAP, MMS, GPRS and BigPond Mobile Services)

Get Connected Member Plans	12	25	40
	GST incl	GST incl	GST incl
Monthly Access Fee	\$12.00	\$25.00	\$40.00
Connection fee for calls to a fixed or mobile number in Australia	35¢	35¢	35¢
Charges for eligible voice calls to a fixed or Telstra mobile number in Australia – at all times – per 1 minute block or part thereof	15¢	5¢	0¢
Charges for eligible voice calls to a non-Telstra mobile number in Australia – at all times – per 1 minute block or part thereof	36¢	36¢	36¢

# Part B – Old consumer pricing plans that are no longer available for new connections

Get Connected Phone Plans	23	40	55
	GST incl	GST incl	GST incl
Monthly Access Fee	\$23.00	\$40.00	\$55.00
Connection fee for calls to a fixed or mobile number in Australia	35¢	35¢	35¢
Charges for eligible voice calls to a fixed or Telstra mobile number in Australia – at all times – per 1 minute block or part thereof	15¢	5¢	0¢
Charges for eligible voice calls to a non-Telstra mobile number in Australia – at all times – per 1 minute block or part thereof	36¢	36¢	36¢

Part B – Old consumer pricing plans that are no longer available for new connections

#### 45 Seniors Mobile Phone Plan

- 45.1 If you receive an individual invitation from us to participate in this offer you can receive an eligible handset from us at a subsidised price when you connect to our network on a Seniors Mobile Phone Plan for 24 months.
- 45.2 The Seniors Mobile Phone Plan is available until 30 June 2007, unless extended by us.
- 45.3 We charge you your monthly spend each month for your 24 month minimum term. We also charge you for any call charges beyond your included calls and for other services you use.

#### Not available with other offers

45.4 The Seniors Mobile Phone Plan is not available with any Telstra mobile offer unless specified by us.

#### **Seniors Mobile Phone Plan Bonus Options**

- 45.5 You may choose one of the Bonus Options described below.
- 45.6 The call charges applicable to your chosen Bonus Option will apply instead of the call charges set out in your Phone Plan.
- 45.7 Our FairPlay Policy (set out in <u>Part A General Terms of the Telstra Mobile section of</u> <u>Our Customer Terms</u>) applies to these Bonus Options.
- 45.8 You can change your Bonus Option once in each 30-day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 45.9 The Bonus Options marked in the table with an **asterisk** do not apply to premium content and information services and to some calls including calls to numbers beginning with 19, 12 and 1800, international and international roaming calls, emergency calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), calls to Telstra satellite phones (except where the customer has selected Free 24/7), value added services (such as reminder and wake up calls) Dial It Services (weather and time) Operator Assisted Calls, MessageBank deposits and retrievals, Memo and PocketNews and all data calls (such as SMS, BigPond Mobile Services, MMS, Push to Talk and GPRS).
- 45.10 The Bonus Options in the table marked with a **hash** do not apply to some message types including SMS voting, SMS games, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.

# Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description	
20c for 10 min Night*	You will be charged 20¢ for the first 10 minutes (or part thereof) of each voice call to mobiles in Australia between 8pm and 7am, 7 days a week. After the first 10 minutes, standard call rates apply.	
Free 24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.	
	The fees for this option are set out below	
	Initial set up fee (choice of eligible number) – \$3.00 (GST incl)	
	Charge for changes to the chosen Free 24/7 number – \$3.00 (GST incl).	
Free Text#	You will receive free of charge the first 200 text messages sent from your phone to any Telstra mobile in Australia between 8pm and 7am each night. You will be charged 15c to send text to Telstra mobiles in Australia and other mobile phones on other networks in Australia at all times.	
	If you choose or change this option part way through your bill cycle, the Free Text credit will be adjusted on a pro-rata basis.	
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard text rates for any text message you send before the option takes effect.	
	Unused free text are forfeited each month.	
Per Second Saver*	Your voice calls will be charged on a per second basis at all times, as set out in the charges table below. A 25 cent connection fee applies per call.	
My Hour*	You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.	
	After the first 20 minutes, standard call rates apply.	
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.	
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".	
Free 50 Text#	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia, or the first 50 Talking Text messages to an eligible Telstra home phone.	

## Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description	
	If you choose or change this option part way through your bill cycle, the Free 50 Text credit will be adjusted on a pro-rata basis.	
	Your choice of this option may not take effect for up to 24 hours. You will be charged at standard text rates for any text you send before the option takes effect.	
	Unused free text are forfeited each month.	

#### **Duet Option**

- 45.11 You can choose to take up a Duet Option on the Seniors Mobile Phone Plan.
- 45.12 The features of the Duet Option are:
  - (a) an additional eligible subsidised handset (of the same model) connected to your Seniors Mobile Phone Plan account;
  - (b) your choice of any one Bonus Option to apply to the additional handset;
  - (c) included monthly calls shared by the two handsets on your Seniors Mobile Phone Plan account and any unused calls will be forfeited each month; and
  - (d) the first 10 minutes of national voice calls between the two handsets on your Seniors Mobile Phone Plan account are free at all times. Standard call rates apply after 10 minutes. Any Bonus Option will not apply to these calls.
- 45.13 All other rules of the Seniors Mobile Phone Plan apply to the Duet Option (including you must pay for all calls and other services used on the additional handset).

#### Changing your plan

45.14 We may allow you to move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Seniors Mobile Phone Plan minimum term, you may do so only while Seniors Mobile Phone Plans are available for recontracting. If Seniors Mobile Phone Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change.

## Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you move to another plan with a fixed minimum term and a lower monthly spend/access fee	You will need to restart your minimum term. You will also need to pay an early termination charge and a \$50 administration fee.
If you move to another plan with a fixed minimum term and the same or a higher monthly spend/access fee	You will need to restart your minimum term and pay an early termination charge.

#### Early termination charges

- 45.15 You must pay an early termination charge (ETC) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) you cancel your Duet Option (other than as a result of our material breach); or
  - (c) we cancel your mobile service because you are in material breach; or
  - (d) you take up a pre-paid, casual or other non-approved plan.

The amount of the ETC is set out in your application form.

#### At the end of your minimum term

45.16 Your service will remain on your chosen Seniors Mobile Phone Plan at the end of the minimum term and you will continue to receive your chosen Bonus Option. If your Phone Plan or Bonus Option is no longer available to new customers and recontracting customers, we may roll your service onto any other current plan or bonus option that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

#### Charges

45.17 We charge you the following call charges. Any unused included calls are forfeited at the end of each month. Included voice calls marked in the table with a hash do not include some calls including calls to 1234 service, third party content charges and international roaming calls.

## Part B – Old consumer pricing plans that are no longer available for new connections

Seniors Mobile Phone Plan Offer	GST incl
Monthly Spend (standard)	\$20.00
Monthly Spend with Duet Option	\$40.00
Monthly included voice calls (national#, IDD, MessageBank, standard SMS, standard MMS)	\$20.00
Monthly included calls with Duet Option - shared across both handsets (national#, IDD MessageBank, standard SMS, standard MMS)	\$40.00
Connection fee for calls to an Australian fixed or mobile number	27¢
Charges for voice calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	49¢
Charges for voice calls of up to 10 minutes between eligible handsets with the Duet Option (after 10 minutes standard charging applies)	Free
Charges for customers with a 10-digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	1.633¢
Charges for customers with a 13-digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	2¢

#### 46 Telstra Kids in Touch Mobile Plans

#### What is the Telstra Kids in Touch service?

- 46.1 The Telstra Kids in Touch service is available on our GSM network and offers the ability to configure and control a mobile service using a web portal. From the web portal, you can manage the calls that can be made to/from the Telstra Kids in Touch handset and control other handset features.
- 46.2 The Telstra Kids in Touch service is not available on our 3G or Next G networks.
- 46.3 We and our service providers and/or suppliers may collect, transfer and use your personal information in Australia and overseas (including the United States of America) so that you can receive the Telstra Kids in Touch service.

#### Eligibility

- 46.4 To be eligible for the Telstra Kids in Touch service, you must:
  - (a) have a Telstra Kids in Touch capable handset; and

## Part B – Old consumer pricing plans that are no longer available for new connections

- (b) register online to use the web portal using our online registration process.
- 46.5 We supply the Telstra Kids in Touch Mobile Plans for personal or private purposes and you must use the Telstra Kids in Touch Mobile Plans predominantly for personal or private purposes.

#### Availability

- 46.6 The Telstra Kids in Touch service is available on a:
  - (a) month by month Casual Plan;
  - (b) 24 month Phone Plan; or
  - (c) 12, 18 or 24 month Member Plan.

#### **Telstra Kids in Touch Casual Plans**

- 46.7 We charge you your chosen monthly spend. We also charge you for any call charges beyond your included call minutes and for other services you use.
- 46.8 You may change your chosen monthly spend or terminate your Telstra Kids in Touch Casual Plan at any time by telling us.
- 46.9 You are not eligible to receive Bonus Options or a Monthly Credit.
- 46.10 If the Telstra Kids in Touch Casual Plan is no longer available to new customers when you wish to change your monthly spend, you will need to move to any other current plan available at the time.
- 46.11 If the Telstra Kids in Touch Casual Plans are no longer available to new customers at the end of your monthly term, we may roll your service onto any other current plan that we reasonably think is comparable. We will tell you before this happens.

#### Telstra Kids in Touch Member Plans (12, 18 or 24 months)

- 46.12 Telstra Kids in Touch Member Plans are available:
  - (a) if you bring your own Telstra Kids in Touch handset; or
  - (b) for eligible customers, with a Mobile Repayment Option handset.
- 46.13 We charge you your chosen monthly spend each month of your minimum term. We also charge you for any call charges beyond your included call minutes and for other services you use.
- 46.14 Eligible Telstra Kids in Touch Member Plan customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions set out in <u>Part</u>

reistra modile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

 $\underline{C-Special Promotions of the Telstra Mobile Section of Our Customer Terms}$  apply to the purchase of your Telstra Kids in Touch handset under this offer.

46.15 You are not eligible to receive Bonus Options or a Monthly Credit.

#### Telstra Kids in Touch Phone Plans (with subsidised handset)

- 46.16 You can buy a handset from us at a subsidised price when you connect to our network on a Telstra Kids in Touch Phone Plan for 24 months with a monthly spend of \$20 or more.
- 46.17 We charge you your chosen monthly spend each month for your 24 month minimum term. We also charge you for any call charges beyond your included call minutes and for other services you use.
- 46.18 You are not eligible to receive Bonus Options or a Monthly Credit.

#### Message charges

- 46.19 You must pay us any text message charges (as set out in section 46.38) to send the following messages from your Telstra Kids in Touch handset:
  - (a) a message sent in response to a 'Note' that originates from another mobile phone number programmed in the web portal; and
  - (b) a message sent to another mobile phone number programmed in the web portal to notify of a new LeapFrog Learning Game high score.

#### **Call restrictions**

- 46.20 Your Telstra Kids in Touch handset can only make calls to numbers that you program via the web portal, including most national direct dial numbers (which include fixed and mobile numbers in Australia) and calls set out in the table in section **46.38**. Your Telstra Kids in Touch handset can only receive calls from numbers that you program via the web portal provided caller line identification is available (for display) and uniquely identifies the caller, including most national direct dial numbers (which include fixed and mobile numbers in Australia) and calls set out in the table to in section **46.38**.
- 46.21 Some call types are incompatible with your service, such as data calls (such as WAP, GPRS and; BigPond Mobile Services), Premium SMS, standard text, picture and video messages, MessageBank diversions and retrievals, calls made and received while overseas, diverted calls, value added services (such as reminder and wake up calls), Dial It services, Memo, PocketNews and Push To Talk calls.
- 46.22 If you wish to restrict certain call types that are compatible with your service, you must call us.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Included call minutes

46.23 The minimum monthly spend of your Telstra Kids in Touch Mobile Plan includes an amount of included call minutes as set out in the table below. The amount of included call minutes can be used forthat applies to calls made from the Telstra Kids in Touch handset to most national direct dial numbers (which include fixed and mobile numbers in Australia and calls prefixed with '13X' and '13XX' and calls to 132 200, 125 111, 132 203, 137 663, 133 933, 125 8880, 125 8888, 125 8887, 132 000, 132 999) other call types as determined by us and notified to you from time to timeas set out in the table below. Unused included calls expire at the end of each month.

Telstra Kids in Touch Mobile Plan	Monthly Spend	Included call minutes (charged per second)
Casual Plan	\$15.00	15
	\$20.00	40
	\$30.00	60
Member Plan	\$15.00	15
	\$20.00	40
	\$30.00	60
Phone Plan	\$20.00	40
	\$30.00	60

#### The Telstra Kids in Touch handset

- 46.24 Your Telstra Kids in Touch SIM card must be in the Telstra Kids in Touch handset in order for the web portal to control calls made to and from the handset. It is a condition of using the Telstra Kids in Touch service that the SIM card is used only in your Telstra Kids in Touch handset. If the SIM card is placed in another Telstra mobile handset to make calls and use other features, additional terms and charges as set out in section **46.39** will apply.
- 46.25 Your Telstra Kids in Touch SIM card is programmed to operate only on our GSM network. We do not guarantee that it is capable of being re-programmed to operate on any other network.
- 46.26 We do not guarantee that handsets purchased from someone other than us will operate on our network.
- 46.27 Your Telstra Kids in Touch handset is not suitable for use outside of Australia.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### The Telstra Kids in Touch web portal

46.28 As the web portal relies on the availability of the Internet, we do not guarantee that its availability will be continuous or fault free. If the Internet is not available and/or the web portal cannot be used to program the Telstra Kids in Touch handset, you must continue to pay any additional call charges beyond your included call minutes.

#### **Reward Options**

46.29 If you connect to a Telstra Kids in Touch Mobile Plan with a monthly spend of \$20 or more, your Telstra Kids in Touch Mobile Plan is compatible with Reward Options (excluding the Family Calls option).

#### **Bonus Options**

46.30 Bonus Options are not available with the Telstra Kids in Touch Mobile Plans.

#### Not available with other offers

46.31 The Telstra Kids in Touch Mobile Plans are not available with any other Telstra mobile offer unless specified by us.

#### Changing your monthly spend or plan

46.32 If you connect to a Telstra Kids in Touch Phone Plan or a Telstra Kids in Touch Member Plan, wWe may allow you to change your original monthly spend or move to another Telstra Kids in Touch Mobile Plan during your minimum term. If the change you request requires you to restart your Telstra Kids in Touch Mobile Plan minimum term, you may do so only while the Telstra Kids in Touch Mobile Plans are available for recontracting. If the Telstra Kids in Touch Mobile Plans are no longer available to recontracting customers, you will need to move to any other current plan to make that change. The terms applying to these changes are set out in the table below.

Telstra Kids in Touch Mobile Plan	Change	Terms
Phone Plan	If you move to another Telstra Kids in Touch Phone Plan	You do not need to restart your minimum term. Your included call minutes and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend.
	If you move to a Telstra Kids in Touch Member Plan	You will need to restart your minimum term and pay an early termination charge. Your included call minutes and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.

## Part B – Old consumer pricing plans that are no longer available for new connections

Member Plan	If you move to another Telstra Kids in Touch Member Plan	You do not need to restart your minimum term. Your included call minutes and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend.
	If you move to a Telstra Kids in Touch Phone Plan	You will need to restart your minimum term. Your included call minutes and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend.

#### Early termination charges

- 46.33 You must pay an early termination charge ("**ETC**") if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach);
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you terminate your plan and take up a pre-paid or casual plan or other nonapproved plan.
- 46.34 The amount of any early termination charge payable is calculated in accordance with the formula:

Base ETC x number of months (or part thereof) remaining in your minimum term Total number of months in the minimum term

46.35 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Telstra Kids in Touch Plan	Base ETC (incl. GST)		
	12 month plan	18 month plan	24 month plan
Telstra Kids in Touch Member Plan \$15	\$50	\$55	\$60
Telstra Kids in Touch Member Plan \$20	\$70	\$80	\$95
Telstra Kids in Touch Member Plan \$30	\$75	\$85	\$105
Telstra Kids in Touch Phone Plan \$20	N/A	N/A	\$249

## Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Kids in Touch Phone Plan \$30	N/A	N/A	\$259
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At the end of your minimum term

- 46.36 Unless you make alternative arrangements, at the end of the minimum term your service will remain on your selected Telstra Kids in Touch Mobile Plan on a month to month basis. You may recontract for a new Telstra Kids in Touch Mobile Plan while those plans are available for recontracting.
- 46.37 If your Telstra Kids in Touch Mobile Plan is no longer available, we may roll your service onto any other current plan that we think is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Page 357 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges – Telstra Kids in Touch Mobile Plans

46.38 We charge you the following call charges for your Telstra Kids in Touch Mobile Plan. Any unused included call minutes expire at the end of the month. Calls marked in the table with a **hash** do not include some call types including directory assistance calls to 12XX and 12XXX, calls prefixed with 13X and 13XX, 1800 calls, Push To Talk calls, operator assisted calls and third party content charges.

	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN		
	\$15 (excluding Phone Plan)	\$20	\$30
	GST incl.	GST incl.	GST incl.
Minimum Monthly Spend	\$15.00	\$20.00	\$30.00
Monthly included call minutes	15 minutes	40 minutes	60 minutes
Charges for calls to most national direct dial numbers (which include fixed and mobile numbers in Australia and calls prefixed with '13X' and '13XX') (per minute, charged per second)#	70¢	70¢	70¢

## **Our Customer Terms**

Page 358 of 575

### **Telstra Mobile Section**

Part B – Old consumer pricing plans that are no longer available for new connections

	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN		
	\$15 (excluding Phone Plan)	\$20	\$30
	GST incl.	GST incl.	GST incl.
Charges for text messages from your Telstra Kids in Touch handset (per message, per recipient):			
• sent to an Australian number in response to a 'Note' that originates from that Australian number programmed in the web portal; and	25¢	25¢	25¢
<ul> <li>sent to an Australian number programmed in the web portal to notify of a new LeapFrog Learning Game high score.</li> </ul>			
Charges for text messages from your Telstra Kids in Touch handset (per message, per recipient):			
<ul> <li>sent to an international number in response to a 'Note' that originates from that international number programmed in the web portal; and</li> </ul>	35¢	35¢	35¢
• sent to an international number programmed in the web portal to notify of a new LeapFrog Learning Game high score.			
Charges for calls to '12XX', '12XXX' and calls prefixed with '13X' and '13XX'	For calls to '12XX' and '12XXX', see Section 11 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		
	For calls prefixed with '13X' and '13XX', see Section 7 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		

Part B – Old consumer pricing plans that are no longer available for new connections

	TELSTRA KIDS IN 1	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN		
	\$15 (excluding Phone Plan) \$20 \$30		\$30	
	GST incl.	GST incl.	GST incl.	
Charges for calls prerixed with '1800'	See Section 4 in Part D – Other Call T	See Section 4 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		
Charges for international calls	See Section 3 in Part D – Other Call T	See Section 3 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		
Charges for operator assisted calls	See Section 5 in Part G – Operator As	See Section 5 in Part G – Operator Assisted Calls of the Basic Telephone Service Section of Our Customer Terms		
Charges for Infocalls (eg '19XX')	See Section 5 in Part D – Other Call T	See Section 5 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		
Charges for Optus 1900 calls	See Section 6 in Part D – Other Call T	See Section 6 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		

#### Charges – Using Telstra Kids in Touch SIM card in another Telstra mobile handset

46.39 While it is a condition of the Telstra Kids in Touch service that you use your Telstra Kids in Touch SIM card only in your Telstra Kids in Touch handset, iIf you use the SIM card from your Telstra Kids in Touch handset in another Telstra mobile handset, we charge you the following call charges for the calls you make. Any unused included call minutes expire at the end of the month. Calls marked in the table with

Page 360 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

a **hash** do not include some call types including directory assistance calls to 12XX and 12XXX, calls prefixed with 13X and 13XX, 1800 calls, Push To Talk calls, operator assisted calls and third party content charge

	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN		
	\$15 (excluding Phone Plan) \$20 \$30		
	GST incl.	GST incl.	GST incl.
Minimum Monthly Spend	\$15.00	\$20.00	\$30.00
Monthly included call minutes	15 minutes	40 minutes	60 minutes
Charges for calls to most national direct dial numbers (which include fixed and mobile numbers in Australia and calls prefixed with '13X' and '13XX') (per minute, charged per second)#	70¢	70¢	70¢
Charges for calls to '12XX', '12XXX' and calls prefixed with '13X' and '13XX'	For calls to '12XX' and '12XXX', see Section 11 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms For calls prefixed with '13X' and '13XX', see Section 7 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		
Charges for calls prefixed with '1800'	See Section 4 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms		

Page 361 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN						
	\$15 (excluding Phone Plan)	\$15 (excluding Phone Plan) \$20 \$30					
	GST incl.	GST incl.	GST incl.				
Charges for Infocalls (eg '19XX')	See Section 5 in Part D – Other Call Types	of the Telstra Mobile Section of Our Custom	er Terms				
Charges for Optus 1900 calls	See Section 6 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms						
Charges for international calls	See Section 3 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms						
Charges for Push To Talk calls	See Section 12 in Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms						
Charges for operator assisted calls	See Section 5 in Part G – Operator Assiste	d Calls of the Basic Telephone Service Secti	on of Our Customer Terms				
Charges for text messages to an Australian number (per message, per recipient)	25¢ 25¢						
Charges for text messages to an international number (per message, per recipient)	35¢	35¢	35¢				
Charges for picture messages to an Australian number (per message, per recipient)	50¢	50¢	50¢				

Page 362 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

	TELSTRA KIDS IN TOUCH CASUAL PLAN, PHONE PLAN AND MEMBER PLAN					
	\$15 (excluding Phone Plan)	\$20	\$30			
	GST incl.	GST incl.	GST incl.			
Charges for picture messages to an international number (per message, per recipient)	75¢	75¢	75¢			
Charges for video messages to an Australian or international number (per message, per recipient)	75¢	75¢	75¢			
Charges for data calls	See the charges listed under "Charges – post-paid services – Pay as you go (PAYG) option" in section 3, Part G – Data Services of the Telstra Mobile Section of Our Customer Terms					

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

### 47 Telstra 3G and Next G Cap Plan offer

#### Eligibility

### The Telstra 3G and Next G Cap Plans are no longer available for new connections or recontracting from 11 May 2010.

- 47.1 To be eligible you must either:
  - (a) purchase a compatible 3G or Next G handset under a 12 or 24 month Mobile Repayment Option and connect this handset to a Telstra 3G and Next G Cap Plan for a minimum term of 12 or 24 months; or
  - (b) purchase from us a selected compatible 3G or Next G handset (as determined by us) at a subsidised price and connect this handset to a Telstra 3G and Next G Cap Plan for minimum term of 24 months.

# Payment and Cap Amounts**On and from 22 November 2015, sections 47.2- 47.6 only apply if you have a 3G and NextG Cap Plan \$79, \$99 or \$129, before this date, sections 47.2- 47.6 applied to all 3G and NextG Cap Plans**

- 47.2 You must pay us your chosen plan's minimum monthly spend each month for your minimum term.
- 47.3 You will not pay for calls of the type and value within your Cap Amounts which are:
  - (a) Standard Cap most national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia), directory assistance calls to 1225, 1236, 124124, 12488, 125125, 12522, 12555, 1268, calls prefixed with 130, 131, 132, 133, 1340, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139, national standard mobile originating text messages, picture and video messages, MessageBank diversion and retrieval charges (voice and video) and any other calls determined as eligible by us; and
  - b. Telstra Mobile Bonus most national direct dial voice and video calls and national mobile originating text messages and picture and video messages to any other Telstra mobile.

#### "eligible calls"

47.4 Some call types are not eligible calls such as data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, some calls to 12xx, Premium SMS, international text, picture and video messages,

## Part B – Old consumer pricing plans that are no longer available for new connections

calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews and; information calls. You must pay for any calls that are not eligible calls.

- 47.5 Eligible Telstra Mobile Bonus calls will be deducted from your Telstra Mobile Bonus first (and not from your Standard Cap). Once the value of your Telstra Mobile Bonus calls reaches the Telstra Mobile Bonus, these calls will be deducted from your Standard Cap (unless your Standard Cap has also been reached).
- 47.6 You must pay for any eligible calls made over your Standard Cap and/or Telstra Mobile Bonus (as applicable).

### On and from 22 November 2015, sections 47.7 - 47.11 only apply if you have a 3G and NextG Cap Plan \$59

- 47.7 In addition to your minimum monthly charge you must pay for:
  - (a) any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 47.8 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 47.9 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);

## Part B – Old consumer pricing plans that are no longer available for new connections

- (b) calls to 1234, 12455 and 12456;
- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;
- (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 47.10 You must pay for any calls that are not eligible calls.
- 47.11 Any unused Monthly Call Allowance expires each month.

#### Handset bonus

#### Not available to new connections on and from 30 September 2008.

- 47.12 If you:
  - (a) purchase an eligible 3G or Next G handset on a 24 month Mobile Repayment Option; and
  - (b) take up a Telstra 3G and Next G Cap Plan 79 or higher, or any other 3G and Next G Cap Plan as determined by Telstra, for 24 months,

you are eligible to receive a handset bonus which will reduce the cost of your monthly instalments over your Mobile Repayment Option term.

- 47.13 Where you have a handset bonus, you must maintain your Mobile Repayment Option for 24 months.
- 47.14 The amount of the handset bonus varies according to the eligible 3G handset purchased.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Other promotional offers

47.15 Telstra 3G and Next G Cap Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### Changing your plan monthly spend or plan

47.16 We may allow you to change your original monthly spend or move to another plan during your minimum term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra 3G and Next G Cap Plan minimum term, you may do so only while Telstra 3G and Next G Cap Plans are available for recontracting.

### For customers who have purchased an iPhone 3G / iPhone 3G S handset at a subsidised price and connected it to the Telstra 3G and Next G Cap Plan for 24 months:

Change	Terms
If you move to an Cap Plan with a lower monthly spend	You will need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend. You will also need to pay an early termination charge and a \$50 Early Recontracting Fee.
If you move to a Cap Plan with the same or a higher monthly spend	You do not need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.
If you buy a new handset from us on a new Cap Plan	You need to restart your contract term. You will also need to pay an early termination charge. A \$50 Early Recontracting Fee will also apply if you move to an iPhone Plan with a lower monthly spend.
If you move to another plan with a fixed contract term and	You will need to restart your contract term. You will also need to pay an early termination charge and a \$50 Early Recontracting Fee

#### For all other customers:

	Terms				
Change	If you do not receive a handset bonus	If you receive a handset bonus			
If you move to another Telstra 3G and Next G Cap Plan with a lower monthly spend	You will need to restart your minimum term. Your call rates, included calls, Cap Amounts and monthly spend will be adjusted on a pro-rata basis to reflect your new plan. We may also charge you a \$50 Early Recontracting	You will need to restart your minimum term. Your call rates, included calls, Cap Amounts and monthly spend will be adjusted on a pro-rata basis to reflect your new plan but the amount of your handset bonus will remain the same. You will also need to pay us an early termination charge and pay the			

# Part B – Old consumer pricing plans that are no longer available for new connections

If you move to another Telstra 3G and Next G Cap Plan with a higher monthly spend	Fee. You will not be eligible for a handset bonus. You do not need to restart your minimum term. Your call rates, included calls, Cap Amounts and monthly spend will be adjusted on a pro-rata basis to reflect your new plan. You will not be eligible to receive a handset bonus.	balance of your Mobile Repayment Option. You do not need to restart your minimum term. Your call rates, included calls, Cap Amounts and monthly spend will be adjusted on a pro-rata basis to reflect your new plan. The amount of your handset bonus will remain the same.
If you move to another Telstra plan with a fixed minimum term	You will need to start a new minimum term. You will need to pay a \$50 Early Recontracting Fee.	You will need to start a new minimum term. You will also need to pay us an early termination charge and pay the balance of your Mobile Repayment Option. You will need to pay a \$50 Early Recontracting Fee.
If you or Telstra deactivate your service, you cancel your plan or you move to a pre-paid or casual plan or Telstra offer without a fixed minimum term	You will need to pay us an early termination charge.	You will need to pay us an early termination charge. Your handset bonus will cease.

#### Early termination charges

- 47.17 The amount of any early termination charge payable is calculated in accordance with the formula in section 2 of this part.
- 47.18 The Base ETC for your plan is set out in the table below. The Base ETC is the maximum payable and decreases over the minimum term. Please contact us or your dealer for the amount of ETC payable.

Plan	Base ETC (incl. GST) without handset bonus		Base ETC (incl. GST) with subsidised handset (as determined by us)	Base ETC (incl. GST) with handset bonus	
	12 month plan	24 month plan	24 month plan	24 month plan	
<b>3G or Next G Cap</b> <b>Plan 59</b> (was 3G or Next G Cap Plan 49	\$255	\$450	\$900	\$900	

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

before 22 November 2015)				
3G or Next G Cap Plan 79	\$440	\$825	\$1275	\$1275
3G or Next G Cap Plan 99	\$470	\$880	\$1330	\$1330
3G or Next G Cap Plan 129	\$610	\$1165	\$1615	\$1615

The applicable Base ETC may be less depending on the handset you selected.

47.19 Any handset bonus you were receiving will end when your Telstra 3G and Next G Cap Plan is cancelled.

#### At the end of your minimum term

- 47.20 At the end of your minimum term your service will remain on your chosen Telstra 3G and Next G Cap Plan. You cannot move to another Telstra 3G and Next G Cap Plan unless you recontract.
- 47.21 If the Telstra 3G and Next G Cap Plans are no longer available, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Mobile Repayment Option**

 47.22 The Mobile Repayment Option terms and conditions set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile Section Our Customer Terms</u> apply to the purchase of your 3G and Next G compatible handset under this offer (except for the option for an 18 month Mobile Repayment Option).

#### Plan charges and Cap Amounts

47.23 Your plan's call charges and Cap Amounts are set out below. Any unused Cap Amounts are forfeited at the end of each month.

Telstra 3G and Next G Cap Plan	Cap Plan s and Next C 49 bef	and Next G 59 (was 3G 6 Cap Plan ore 22 er 2015)	Telstra 3 Next G Ca 79		Telstra 30 Next G Ca 99		Telstra 30 Next G Ca 129	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Minimum monthly spend	<b>\$44.5454</b> <b>\$53.64</b> on and from 22 November 2015	<b>\$49.00</b> <b>\$59</b> on and from 22 November 2015	\$71.8181	\$79.00	\$90.00	\$99	\$117.2727	\$129

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra 3G and Next G Cap Plan	Telstra 3G and Next G Cap Plan 59 (was 3G and Next G Cap Plan 49 before 22 November 2015)		Cap Plan 59 (was 3G and Next G Cap PlanNext G Cap Plan 79Next G Cap Plan 9949 before 2279			Telstra 3G and Next G Cap Plan 129		
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Cap Amounts:								
Standard Cap	<b>\$181.8181</b> <b>Unlimited</b> on and from 22 November 2015	\$200 Unlimited on and from 22 November 2015	\$409.0909	\$450	\$500.00	\$550	\$636.3636	\$700
Telstra Mobile	\$45.4545	\$50	\$90.9090	\$100	\$136.3636	\$150	\$181.8181	\$200
Bonus	N/A on and from 22 November 2015	N/A on and from 22 November 2015						
Call connection fee for calls to an Australian fixed or mobile number	<b>33.64¢</b> <b>N/A</b> on and from 22 November 2015	37¢ N/A on and from 22 November 2015	33.64¢	37¢	24.55¢	27¢	24.55¢	27¢
Call charges for standard voice calls to an Australian fixed or mobile number - at all times - per 60 second block or part thereof	72.73¢ Unlimited for eligible calls on and from 22 November 2015	80¢ Unlimited for eligible cals on and from 22 November 2015	63.64¢	70¢	63.64¢	70¢	54.55¢	60¢

\* Calls charged in 30 second blocks (or part) until 20 March 2011

#### 48 Telstra Ultimate Plans

#### (b) Phone Plan Ultimate (with subsidised handset)

### 48.1 The Telstra Phone Plan Ultimate is no longer available for new connections or recontracting from 11 May 2010.

- 48.2 You can buy a handset from us at a subsidised price when you connect to our network on a Telstra Phone Plan Ultimate for 24 months.
- 48.3 We charge you the Total Minimum Monthly Spend each month for your 24 month minimum term. We also charge you for any call, SMS or data charges beyond your

## Part B – Old consumer pricing plans that are no longer available for new connections

included allowance. Your Total Minimum Monthly Spend is discussed under 'Minimum spends and charges' below.

48.4 The Phone Plan Ultimate is not available with any other Telstra mobile offer unless specified by us.

#### **Phone Plan Ultimate Bonus**

48.5 Your Phone Plan Ultimate includes the 50 Free Text Bonus described below.

50 Free Text	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia.
	This Bonus may not take effect for up to 24 hours. You will be charged at standard rates for any text messages you send before the Bonus takes effect.
	Unused free Text Messages expire monthly.

- 48.6 You cannot choose any other Bonus Option. If you choose another Bonus Option it will be removed from your account and Telstra may re-apply the 50 Free Text Bonus to your account, adjusted on a pro-rata basis
- 48.7 If your 50 Free Text Bonus is removed and then reapplied, it may not take effect for up to 24 hours. You will be charged at standard rates for any text messages you send before the Bonus takes effect.
- 48.8 Your Bonus does not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.
- 48.9 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobiles section of Our</u> <u>Customer Terms</u>) applies to your Bonus.

#### **Browsing Pack**

- 48.10 You must maintain a Browsing Pack for an amount of no less than \$10 per month, for the duration of your Phone Plan Ultimate minimum term. If you do not have an eligible browsing pack, a \$10 browsing pack will be automatically applied to your account.
- 48.11 For specific terms relating to Browsing Pack, see <u>Part G Data Services of the Telstra</u> <u>Mobiles section of Our Customer Terms.</u>

Changing your plan We may allow you to move to another plan during your minimum term. However if you do so you will need to restart your minimum term, pay an early termination charge and if you move to another plan with a fixed

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

minimum term and a lower monthly spend access fee you also need to pay a \$50 administration fee.

#### Early termination charges

- 48.12 You must pay an early termination charge (ETC) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up any other plan.
- 48.13 The amount of any early termination charge payable is calculated in accordance with the formula in section 3 of this part.

Base ETC (including GST)				
Handset component (maximum)	\$1100			
Plan component	\$1400			
Total (maximum - may be lower depending on your handset))	\$2500			

#### At the end of your minimum term

48.14 Your service will remain on your Phone Plan Ultimate at the end of the minimum term and you will continue to receive your Bonus. If the Phone Plan Ultimate or 50 Free Text Bonus is no longer available to new and recontracting customers, we may roll your service onto any other current plan or bonus option that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

#### Minimum spends and charges

48.15 Your Total Minimum Monthly Spend is set out below and includes a minimum monthly access spend and a minimum monthly browsing pack spend. We will charge you the charges set out below. Any unused part of the included allowance is forfeited at the end of each month.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Telstra Phone Plan Ultimate		
	GST excl	GST inc	
Minimum Monthly Access Spend		\$140	
Minimum Monthly Browsing Pack Spend		\$10	
Total Minimum Monthly Spend		\$150	
Included allowance for eligible calls		\$1500	
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	16.36¢	18¢	
Text messages to mobiles in Australia, per message sent, per recipient.		Standard charges for text messages (SMS) in Australia 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	

48.16 You may also be required to pay a monthly amount for your handset, over and above your total minimum monthly spend. This will appear on your bill every month.

#### Call types payable from included allowance

48.17 The following eligible calls may be paid for from your included allowance: Most national direct dial voice calls (which includes calls to fixed and mobile numbers in Australia), calls prefixed with 130, 131, 132, 133, 1340, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138 or 139, national direct data calls, national direct fax calls, national standard mobile originating text messages, MessageBank diversion and retrieval charges (voice only) and any other calls determined as eligible by us.

#### Call types excluded from included allowance

48.18 Some call and usage types are not eligible to be covered by your included allowance such as video calls, directory assistance calls to 1225, 1236, 124124, 12488, 125125, 12522, 12555 or 1268, GPRS data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, some calls to 12xx, Premium SMS, international number calls, picture and video messages, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, video MessageBank diversion and retrieval charges, , calls to satellite numbers, service calls and information calls . You must pay for all calls and usage that is not eligible and such calls and usage will not be paid for from your included allowance.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

#### (c) Member Plan Ultimate (12 or 24 month term)

### 48.19 The Telstra Member Plan Ultimate is no longer available for new connections or recontracting from 11 May 2010.

- 48.20 We charge you the Total Minimum Monthly Spend each month for your contract term. We also charge you for any call, SMS or data charges beyond your included allowance. Your Total Minimum Monthly Spend is discussed under 'Minimum spends and charges' below.
- 48.21 The Member Plan Ultimate is not available with any other Telstra mobile offer unless specified by us.
- 48.22 As long as you are connected to a Member Plan Ultimate, you will receive a credit of \$20 on your bill each month. The monthly credit is not transferable and cannot be redeemed for cash.

#### **Member Plan Ultimate Bonus**

48.23 Your Member Plan Ultimate includes the 50 Free Text Bonus described below.

50 Free Text	You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia.
	This Bonus may not take effect for up to 24 hours. You will be charged at standard rates for any text messages you send before the Bonus takes effect.
	Unused free Text Messages expire monthly.

- 48.24 You cannot choose any other Bonus Option. If you choose another Bonus Option it will be removed from your account and Telstra may re-apply the 50 Free Text Bonus to your account, adjusted on a pro-rata basis.
- 48.25 If your 50 Free Text Bonus is removed and then reapplied, it may not take effect for up to 24 hours. You will be charged at standard rates for any text messages you send before the Bonus takes effect.
- 48.26 Your Bonus does not apply to some message types including SMS voting, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, Video Messaging (MMS) and content MMS.
- 48.27 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobiles section of Our</u> <u>Customer Terms</u>) applies to your Bonus.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **Browsing Pack**

- 48.28 You must maintain a Browsing Pack for an amount of no less than \$10/month, for the duration of your Member Plan Ultimate. If you do not have an eligible browsing pack, a \$10 browsing pack will be automatically applied to your account.
- 48.29 For specific terms relating to Browsing Pack, see <u>Part G Data Services of the Telstra</u> <u>Mobiles section of Our Customer Terms.</u>

#### Changing your plan

48.30 We may allow you to move to another plan during your minimum term. However, if you do so you will need to restart your minimum term, pay an early termination charge, and if you move to another plan with a fixed minimum term you will also need to pay a \$50 Early Recontracting Fee.

#### Early termination charges

- 48.31 You must pay an early termination charge (ETC) if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up any other plan.
- 48.32 The amount of any early termination charge payable is calculated in accordance with the formula in section 3 of this part.

Base ETC (including GST)				
	12 Month Plan 24 Month Plan			
Base ETC	\$700	\$1400		

#### At the end of your minimum term

48.33 Your service will remain on your Member Plan Ultimate at the end of the minimum term and you will continue to receive your Bonus. If the Member Plan Ultimate or 50 Free Text Bonus is no longer available to new and recontracting customers, we may roll your service onto any other current plan or bonus option that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

Part B – Old consumer pricing plans that are no longer available for new connections

#### **Mobile Repayment Option**

48.34 Eligible Member Plan Ultimate customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions are set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile section of Our Customer Terms</u>

#### Minimum spends and charges

48.35 Your Total Minimum Monthly Spend is set out below and includes a minimum monthly access spend and a minimum monthly browsing pack spend. We will charge you the charges set out below. Any unused part of the included allowance is forfeited at the end of each month.

	Telstra Member Plan Ultimate		
	GST excl	GST inc	
Minimum Monthly Access Spend		\$140	
Minimum Monthly Browsing Pack Spend		\$10	
Total Minimum Monthly Spend		\$150	
Included allowance for eligible calls		\$1500	
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	16.36¢	18¢	
Text messages to mobiles in Australia, per message sent, per recipient.		Standard charges for text messages (SMS) in Australia 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	

#### Call types payable from included allowance

48.36 The following eligible calls may be paid for from your included allowance: Most national direct dial voice calls (which includes calls to fixed and mobile numbers in Australia), calls prefixed with 130, 131, 132, 133, 1340, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138 or 139, national direct data calls, national direct fax calls, national standard mobile originating text messages, MessageBank diversion and retrieval charges (voice only) and any other calls determined as eligible by us.

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Call types excluded from included allowance

48.37 Some call and usage types are not eligible to be covered by your included allowance such as video calls, directory assistance calls to 1225, 1236, 124124, 12488, 125125, 12522, 12555 or 1268, GPRS data calls, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, some calls to 12xx, Premium SMS, international number calls, picture and video messages, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, video MessageBank diversion and retrieval charges, , calls to satellite numbers, service calls and information calls . You must pay for all calls and usage that is not eligible and such calls and usage will not be paid for from your included allowance.

#### 49 New Ultimate Plans

The New Ultimate Plans are no longer available for new connections or recontracting from 11 May 2010.

- 49.1 The New Ultimate Plans are available on a 12 or 24 month fixed term basis or on a casual (month to month) basis.
- 49.2 The New Ultimate Plans are not available with any other Telstra mobile offer unless specified by us.
- 49.3 To be eligible for a New Ultimate Plan, you must connect to and maintain a \$10, \$29 or \$59 per month Browsing Pack for the duration of your New Ultimate Plans minimum term. For terms relating to Browsing Pack, see <u>Part G Data Services of the Telstra</u> <u>Mobiles section of Our Customer Terms.</u>

#### Early termination charges

- 49.4 You must pay an early termination charge ("**ETC**") if, at any time during your minimum term:
  - (a) you cancel your mobile service (other than as a result of our material breach);
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you take up any other plan.
- 49.5 The amount of any ETC payable is calculated in accordance with the formula in section 3 of this part.

Telstra Mobile Section

## Part B – Old consumer pricing plans that are no longer available for new connections

\$45	\$540	\$1,080
\$75	\$900	\$1,800
\$100	\$1,200	\$2,400

#### Changing your plan

- 49.6 We may allow you to move to another plan during your minimum term. However, you will need to restart your minimum term, pay an ETC and, if you move to another plan with a fixed minimum term and a lower monthly access fee, you also need to pay a \$50 Early Recontracting Fee.
- 49.7 If you move from your New Ultimate Plan, which has a fixed minimum term, to another plan with a fixed minimum term, you will need to pay a \$50 Early Recontracting Fee.

#### At the end of your minimum term

49.8 Your service will remain on your New Ultimate Plans at the end of the minimum term. If the New Ultimate Plans you have chosen is no longer available to new and recontracting customers, we may roll your service onto any other current plan that we reasonably think is comparable or require you to move to any other current plan. We will tell you before this happens.

#### Subsidised handset

- 49.9 If you connect to the New Ultimate Plans for 24 months, you can buy an approved handset from us at a subsidised price.
- 49.10 Depending on the handset you choose, you may be required to pay an upfront amount (specified on your first bill) or a monthly amount (specified on your bill each month) for your handset, over and above your Total Minimum Monthly Spend (set out in clause 9.14 "Charges" below).
- 49.11 If you choose an iPhone handset, you should refer to clauses 5.5 5.10 of <u>Part B Our</u> <u>current and recent consumer pricing plans of the Telstra Mobile section of Our Customer</u> <u>Terms</u> for terms that apply to the iPhone handset (such as network unlocking).

#### Mobile Repayment Option ("MRO")

- 49.12 Eligible customers can apply for a MRO with the New Ultimate Plans. The MRO is only available with approved handsets. Terms and conditions for the MRO are set out in <u>Part</u> <u>C Special Promotions of the Telstra Mobile section of Our Customer Terms</u>.
- 49.13 If you are eligible for a MRO and provided that you sign up to the New Ultimate Plan on a fixed term basis and the MRO minimum term and your plan minimum term are for the same length and are arranged at the same time (ie both 12 month terms or both 24 month terms running at the same time), then you will receive a credit on your bill each month, as

## Part B – Old consumer pricing plans that are no longer available for new connections

set out in the table below ("**MRO Bonus**"). The monthly credit is not transferable and cannot be redeemed for cash.

49.14 Customers that choose to sign up to the New Ultimate Plans on a casual basis are not eligible to receive a MRO Bonus.

#### Charges

49.15 Your Total Minimum Monthly Spend is set out below and includes a minimum monthly access spend and a minimum monthly browsing pack spend. We will charge you the charges set out below each month. Any unused part of the included allowance is forfeited at the end of each month.

	GST	GST	GST	GST	GST	GST
	excl.	incl.	excl.	incl.	excl.	incl.
Minimum Monthly Access Spend	\$40.909	\$45.00	\$68.182	\$75.00	\$90.909	\$100.00
Minimum Monthly Browsing Pack Spend	\$9.091	\$10.00	\$9.091	\$10.00	\$9.091	\$10.00
Total Minimum Monthly Spend	\$50.000	\$55.00	\$77.273	\$85.00	\$100.000	\$110.00
MRO Bonus (only for eligible customers - see clause 9.13) Included allowance for eligible	\$22.727	\$25.00	\$22.727	\$25.00	\$27.273	\$30.00
calls	\$31.818	\$35.00	\$59.091	\$65.00	\$81.818	\$90.00
Connection fee for calls to an Australian fixed or mobile number	\$0.32	\$0.35	\$0.32	\$0.35	\$0.32	\$0.35
Charges for calls to an Australian fixed or mobile number - at all times - per 30		<b>\$</b> 0.45	<b>\$0 c c</b>	<b>\$</b> 0.45	<b>1</b> 0 cc	<b>\$</b> 0.45
second block or part thereof	\$0.38	\$0.42	\$0.38	\$0.42	\$0.38	\$0.42

#### 49.16

	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Minimum Monthly Access Spend	\$40.909	\$45.00	\$68.182	\$75.00	\$90.909	\$100.00
Minimum Monthly Browsing Pack Spend	\$26.364	\$29.00	\$26.364	\$29.00	\$26.364	\$29.00

# Part B – Old consumer pricing plans that are no longer available for new connections

Total Minimum Monthly Spend	\$67.273	\$74.00	\$94.545	\$104.00	\$117.273	\$129.00
MRO Bonus (only for eligible customers - see clause 9.13)	\$22.727	\$25.00	\$22.727	\$25.00	\$27.273	\$30.00
Included allowance for eligible calls	\$31.818	\$35.00	\$59.091	\$65.00	\$81.818	\$90.00
Connection fee for calls to an Australian fixed or mobile number	\$0.32	\$0.35	\$0.32	\$0.35	\$0.32	\$0.35
Charges for calls to an Australian fixed or mobile number - at all times - per 30	<b>\$</b> 0.00	<b>*</b> 0.40	<b>*</b> •••••	<b>\$</b> 2.42	<b>\$</b> 0.00	<b>A</b> 0.40
second block or part thereof	\$0.38	\$0.42	\$0.38	\$0.42	\$0.38	\$0.42

	GST	GST	GST	GST	GST	GST
	excl.	incl.	excl.	incl.	excl.	incl.
Minimum Monthly Access Spend	\$40.909	\$45.00	\$68.182	\$75.00	\$90.909	\$100.00
Minimum Monthly Browsing Pack Spend	\$53.636	\$59.00	\$53.636	\$59.00	\$53.636	\$59.00
Total Minimum Monthly Spend	\$94.545	\$104.00	\$121.818	\$134.00	\$144.545	\$159.00
MRO Bonus (only for eligible customers - see clause 9.13) Included allowance for eligible calls	\$22.727 \$31.818	\$25.00 \$35.00	\$22.727 \$59.091	\$25.00 \$65.00	\$27.273 \$81.818	\$30.00 \$90.00
Connection fee for calls to an Australian fixed or mobile number	\$0.32	\$0.35	\$0.32	\$0.35	\$0.32	\$0.35
Charges for calls to an Australian fixed or mobile number - at all times - per 30 second block or part thereof	\$0.38	\$0.42	\$0.38	\$0.42	\$0.38	\$0.42

#### Call types payable from included allowance

49.17 The following eligible calls may be paid for from your included allowance: most national direct dial voice calls (which includes calls to fixed and mobile numbers in Australia),

**Telstra Mobile Section** 

## Part B – Old consumer pricing plans that are no longer available for new connections

calls prefixed with 130, 131, 132, 133, 1340, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138 or 139, video calls, national direct data calls, national direct fax calls, national standard mobile originating text messages, picture and video messages, video MessageBank diversion and retrieval charges , MessageBank voice diversion and retrieval charges), Mobile WAP/Internet Sessions and any other calls determined as eligible by us.

#### Call types excluded from included allowance

50 Some call and usage types are not eligible to be covered by your included allowance such as, directory assistance calls to 1225, 1236, 124124, 12488, 125125, 12522, 12555 or 1268, operator assisted calls, premium number calls (such as '19xx' and '18xx' and '13xx' calls) not listed above as eligible calls, some calls to 12xx, Premium SMS, international number calls, calls made and received while overseas, Push to Talk calls, 1234 calls, third party content charges, PocketNews, calls to satellite numbers, service calls and information calls. You must pay for all calls and usage that is not eligible and such calls and usage will not be paid for from your included allowance. Telstra 3G Mobile Phone Cap Plan offer

#### Not available for new connections after 5 March 2006.

#### Eligibility

- 50.1 The Telstra 3G Mobile Phone Cap Plans are available to new connections and recontracting (including existing customers recontracting to change their chosen spend) until 5 March 2006. To be eligible you must:
  - (a) purchase a compatible 3G handset under our Mobile Repayment Option;
  - (b) connect this compatible 3G handset to a Telstra 3G Mobile Phone Cap Plan; and
  - (c) connect a Mobile Surf and Email Pack ("**Pack**").
- 50.2 The Telstra 3G Mobile Phone Cap Plans are a service only offer with a choice of 12 or 24 month contract term.

#### Payment and included calls/usage

- 50.3 You must pay us your chosen plan's minimum monthly spend ("**Original Commitment**") and Pack charge each month for your contract term.
  - (a) Plan
- 50.4 Your plan's minimum monthly spend includes an amount of included calls equal to the value of your monthly spend. Unused included calls are forfeited each month.
- 50.5 The calls that are included in your plan's included call component and that count towards the Cap Start and Cap End ("**Cap Amounts**") are most national direct dial voice calls,

Part B – Old consumer pricing plans that are no longer available for new connections

mobile originating text messages and picture messages (where you have a compatible handset), MessageBank diversion and retrieval, Push to Talk calls (with compatible handsets) and any other calls we decide are eligible ("**eligible calls**"). 3G services such as video calls, video MessageBank and video content are not eligible calls.

- 50.6 You must pay for any additional call charges beyond your included calls up to your Cap Start. You must also pay for any calls which are not eligible calls.
- 50.7 Once the eligible calls you make in a month reach your Cap Start, you will not have to pay for eligible calls until you reach the Cap End. You must pay for any calls which are above the Cap End.
  - (b) Pack
- 50.8 Your Pack's monthly charge includes an amount of included data usage equal to the value of your monthly charge. Unused included data usage is forfeited each month.
- 50.9 You must pay for additional data usage beyond your monthly included usage each month.
- 50.10 You must pay for 3G video calls and video MessageBank. The pricing for 3G services is set out in 3G and Next G Video Services in <u>Part G Data Services of the Telstra Mobile</u> <u>Section of Our Customer Terms</u>.

#### Packs

- 50.11 Your Pack's included data usage can be used for browsing, downloading and emailing (including some 3G content) but not content subscription charges or international roaming charges.
- 50.12 You may change your Pack at any time by telling us. If you change your Pack during a month, the monthly data pack amount and included monthly data allowance will not be pro-rated.
- 50.13 You must remain connected to your selected Pack for the term of your plan. If you cancel your Pack during the term of your plan, your plan will be cancelled and you may be required to pay an early termination charge. We will tell you before this happens.

#### Other promotional offers

50.14 Telstra 3G Mobile Phone Cap Plans are not available with any other Telstra mobile offer unless we tell you otherwise.

#### Changing your plan monthly spend or plan

50.15 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra 3G Mobile Phone Cap Plan

# Part B – Old consumer pricing plans that are no longer available for new connections

contract term, you may do so only while Telstra 3G Mobile Phone Cap Plans are available for recontracting.

Change	Terms
If you move to another Telstra 3G Mobile Phone Cap Plan with a lower monthly spend	You will need to restart your contract term. Your plan call rates, included calls and minimum monthly spend will be adjusted on a pro- rata basis to reflect your new minimum monthly spend and new Cap Amounts. We may also charge you a \$50 Early Recontracting Fee.
If you move to another Telstra 3G Mobile Phone Cap Plan with a higher monthly spend	You do not need to restart your contract term. Your plan call rates, included calls and minimum monthly spend will be adjusted on a pro- rata basis to reflect your new minimum monthly spend and new Cap Amounts.
If you move to another Telstra plan with a fixed contract term	You will need to start a new contract term. You will also need to pay a \$50 Early Recontracting Fee.
If you or Telstra deactivate your service, you cancel your plan or you move to a pre- paid or casual plan or Telstra offer without a fixed contract term	You will need to pay us an early termination charge.

#### Early termination charges

50.16 The amount of any early termination charge payable is set out in your application form.

#### At the end of your contract term

- 50.17 At the end of your contract term your service will remain on your chosen Telstra 3G Mobile Phone Cap Plan and Pack. You may cancel your Pack at this time and remain on your plan. You cannot move to another Telstra 3G Mobile Phone Cap Plan unless you recontract (which means you may also need to continue to maintain, or take up a new Pack).
- 50.18 If the Telstra 3G Mobile Phone Cap Plans are no longer available, we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

Part B – Old consumer pricing plans that are no longer available for new connections

#### **Mobile Repayment Option**

50.19 The Mobile Repayment Option terms and conditions set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile Section Our Customer Terms</u> apply to the purchase of your 3G compatible handset under this offer.

#### **Plan charges and Cap Amounts**

50.20 Your plan's call charges and Cap Amounts are set out below. Any unused included calls are forfeited at the end of each month. Included calls and Cap Amounts do not include some call types including operator assisted calls, directory assistance calls to 1223, premium number, calls made and received while overseas, PocketNews, 1234 service, third party content charges, video calling, and video MessageBank diversion and retrieval.

Telstra 3G Mobile Phone Cap Plan	Telstra 3G \$49 Cap I		Telstra 3G \$79 Mobile Pho Cap Plan		
	GST excl	GST incl	GST excl	GST incl	
Cap Start	\$44.5454	\$49.00	\$71.8181	\$79.00	
Cap End	\$227.2727	\$250.00	\$500	\$550.00	
Minimum monthly spend	\$44.5454	\$49.00	\$27.2727	\$30.00	
Monthly included calls	\$44.5454	\$49.00	\$27.2727	\$30.00	
Call connection fee	33.64¢	37¢	33.64¢	37¢	
Call charges for standard calls to an Australian fixed or mobile number - at all times - per 60 second block or part thereof	72.73¢	80¢	63.64¢	70¢	

\* Calls charged in 30 second blocks (or part) until 20 March 2011

#### Pack charges and included data

50.21 The Pack charges and included data usage are set out below. Any unused included data usage is forfeited at the end of each month.

# Part B – Old consumer pricing plans that are no longer available for new connections

Mobile Surf and <u>Email</u> Pack	\$5 Mobile Surf and Email Pack			e Surf and I Pack	\$15 Mobile Surf and Email Pack		
Monthly included data usage	1MB		ЗМВ			6MB	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Minimum monthly spend	\$4.5454	\$5.00	\$9.0909	\$10.00	\$13.6363	\$15.00	
Additional data usage per kilobyte or part thereof	0.45¢	0.50¢	0.27¢	0.30¢	0.23¢	0.25¢	

### 51 Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan offers

The Telstra \$69 Cap Plus Plan and Telstra \$129 Cap Plus Plan are not available to new connections after 5 September 2005.

- 51.1 The Telstra \$69 Cap Plus Plan and Telstra \$129 Cap Plus Plan are available to eligible new and existing customers until 5 September 2005.
- 51.2 The Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan comprise a service only offer for approved customers with a contract length of 12 or 24 months.
- 51.3 Under the Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan, where your eligible call spend reaches your plan's Cap Start, you won't pay for these calls until they reach the Cap End ("**cap benefit**").

#### Payment

- 51.4 Each month during the contract term, you must pay us your chosen monthly spend. Your monthly spend includes an equal amount of monthly included calls.
- 51.5 The calls that are included in your included call component and that count towards the Cap Start and Cap End on Telstra \$69 Capped Plus Plans and \$129 Capped Plus Plans ("**Cap Amounts**") are most national direct dial voice and MessageBank diversion/retrieval calls ("**Cap Amounts**").
- 51.6 You must pay for call charges beyond your included call component and up to your Cap Start.
- 51.7 You must pay for any calls which are not eligible calls.
- 51.8 You must pay for any calls which are above the Cap End.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### \$10 Text (SMS) / Picture Messaging (MMS) upgrade

- 51.9 You may choose to upgrade your Telstra \$69 Cap Plus Plan or Telstra \$129 Cap Plus Plan to include mobile originating text and mobile originating picture messaging ("eligible SMS and MMS") in your included calls and Cap Amounts, at any time during your contract term.
- 51.10 If you take up this upgrade option:
  - (a) your plan's Cap Start will increase by \$10;
  - (b) eligible SMS and MMS will also form part of your included call component; and
  - (c) eligible SMS and MMS will count towards the Cap Amounts.

All other aspects of your Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan will remain unchanged.

#### Other promotional offers

51.11 The Telstra \$69 Capped Plus Plan and \$129 Capped Plus Plan are not available with any other Telstra mobile offer unless specified by us.

#### Changing your monthly spend/plan

51.12 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra \$69 Capped Plus Plan or \$129 Capped Plus Plan contract term, you may do so only while Telstra Capped Plus Plans are available for recontracting.

Change	Terms
If you move to another Telstra Capped Plus Plan with a lower monthly spend	You will need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts. We may also charge you a \$50 Early Recontracting Fee.
If you move to another Telstra Capped Plus Plan with the same or a higher monthly spend	You do not need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts.
If you move to another Telstra plan with a fixed contract term	You will need to start a new contract term. You will also need to pay a \$50 Early Recontracting Fee.

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you or Telstra deactivate your service or you move to a pre-paid or casual plan or Telstra offer without a fixed contract term	You will need to pay us an early termination charge.

#### Early termination charges

51.13 The amount of any early termination charge payable is set out in your application form.

#### At the end of your contract term

51.14 Your service will remain on your chosen Telstra Capped Plus Plan at the end of your contract term, however you may not continue to receive the cap benefit (we will tell you before this happens). You will not be able to change your plan's monthly spend unless you recontract to a Telstra Capped Plus Plan. If the Telstra Capped Plus Plans are no longer available, we may roll your service onto any other current plan that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Mobile Repayment Option**

51.15 Eligible Telstra Capped Plus Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in <u>Part C - Special</u> <u>Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### Charges and cap amounts

51.16 The call charges and Cap Amounts are set out below. Any unused included calls are forfeited at the end of each month. Included calls and Cap Amounts do not include some call types including operator assisted calls, directory assistance calls to 1223, calls to Call Connect, premium number, calls made and received while overseas, PocketNews, 1234 service, and third party content charges.

Telstra Capped Plus Plan	Telstra \$69 C	ap Plus Plan	Telstra \$129	Cap Plus Plan
	GST excl GST incl		GST excl	GST incl
Cap Start	\$62.7272	\$69.00	\$117.2727	\$129.00
Cap End	\$272.7272	\$300.00	\$545.4545	\$600.00

# Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Capped Plus Plan	Telstra \$69 C	ap Plus Plan	Telstra \$129	Cap Plus Plan
Monthly spend	\$18.1818	\$20.00	\$36.3636	\$40.00
Monthly included calls	\$18.1818	\$20.00	\$36.3636	\$40.00
Charges for calls to an Australian fixed or mobile number - at all times - per 30 second block or part thereof	45.45¢	50¢	27.27¢	30¢
Call connection fee	22.73¢	25¢	22.73¢	25¢

### 52 Direct Plan offers (for Telstra Direct customers only)

#### Not available for new connections and recontracting on and from 1 July 2005.

#### End of offers

52.1 Direct Plan 18, 25 and 45 are available until 30 June 2005.

#### Maximum of 3 per customer

52.2 You may take up a maximum of three Direct Plans (except in South Australia).

#### Early termination charges

- 52.3 You must pay an early termination charge (ETC) if, at any time during your contract term:
  - (a) you cancel your mobile service (other than as a result of our material breach); or
  - (b) we cancel your mobile service because you are in material breach; or
  - (c) you move to a plan other than an approved plan (the approved plans are set out below). If you move to another Telstra plan with a fixed contract term you will need to start a new contract term. You will also need to pay a \$50 Early Recontracting Fee

The amount of the ETC is set out in your terms and conditions flyer and represents our genuine estimate of the losses we are likely to suffer as a result of the change or cancellation.

Direct Plan	Approved Plans
Direct Plan 18	Direct Plan 25, Direct Plan 45, Mobile Plan 65
Direct Plan 25	Direct Plan 45, Mobile Plan 65

# Part B – Old consumer pricing plans that are no longer available for new connections

Direct Plan	Approved Plans
Direct Plan 45	Mobile Plan 65

#### **Contract term**

52.4 A 24-month contract term applies to the Direct Plans. At the end of 24 months, the service will remain on the Direct Plan on a month-to-month basis. You may terminate a month-to month plan at any time by notifying us.

#### **Bonus options**

52.5 On the Direct Plan you will receive the '18 cents for 5 minutes' Mobile Bonus Option. Details of the '18 cents for 5 minutes' bonus option are set out in <u>Part C – Special</u> <u>Promotions of the Telstra Mobile section of Our Customer Terms.</u>

#### Charges

52.6 We charge you the following charges for the Direct Plans. We charge you your Direct Plan monthly access charge each month for your contract term. We also charge you for any additional call charges and any other services you use. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Direct Plan 18		Direct Plan 25		Direct Plan 45	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Monthly Access Charge	\$16.3636	\$18	\$22.7273	\$25	\$40.9091	\$45
Monthly included National direct dial, MessageBank, SMS and circuit switched WAP calls	\$16.3636	\$18	\$22.7273	\$25	\$40.9091	\$45
Call Charges – at all times						
Per 30 second block or part thereof	54.54¢	60¢	48.18¢	53¢	36.37¢	40¢
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢

Part B – Old consumer pricing plans that are no longer available for new connections

#### 53 Telstra Capped Plan offer

- 53.1 The Telstra Capped Plans are available to eligible customers until 1 February 2005.
- 53.2 There are two types of Telstra Capped Plan you can choose from:
  - (a) a 24 month subsidised handset offer where you take up a Telstra \$99, \$119 or \$169 Cap Plan ("Capped Plan Package"); and
  - (b) a 12 or 24 month service only offer where you take up a Telstra \$79 Cap Plan ("**Service Only Plan**"). If you take up a Service Only Plan you are eligible to purchase a handset under Telstra's Mobile Repayment Option.
- 53.3 Under the Telstra Capped Plans, where your eligible call spend reaches your plan's Cap Start, you won't pay for these calls until they reach the Cap End ("**cap benefit**").

#### Payment

- 53.4 Each month during the contract term, you must pay us your chosen monthly spend. Your monthly spend includes an equal amount of monthly included calls.
- 53.5 The calls that are included in your included call component and that count towards the Cap Start and Cap End ("**Cap Amounts**") are most national direct dial voice and MessageBank diversion/retrieval calls ("**eligible calls**").
- 53.6 You must pay for call charges beyond your included call component and up to your Cap Start.
- 53.7 You must pay for any calls which are not eligible calls.
- 53.8 You must pay for any calls which are above the Cap End.

#### \$10 Text (SMS) / Picture Messaging (MMS) upgrade

- 53.9 You may choose to upgrade your Telstra Capped Plan to include mobile originating SMS and mobile originating video, text and standard pictures MMS ("**eligible SMS and MMS**") in your included calls and Cap Amounts, at any time during your contract term.
- 53.10 If you take up this upgrade option:
  - (a) your plan's Cap Start will increase by \$10;
  - (b) eligible SMS and MMS will also form part of your included call component; and
  - (c) eligible SMS and MMS will count towards the Cap Amounts.

All other aspects of your Telstra Capped Plan will remain unchanged.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Other promotional offers

53.11 Telstra Capped Plans are not available with any other Telstra mobile offer unless specified by us.

#### Changing your monthly spend/plan

53.12 We may allow you to change your original monthly spend or move to another plan during your contract term. The terms applying to these changes are set out in the table below. If the change you request requires you to restart your Telstra Capped Plan contract term, you may do so only while Telstra Capped Plans are available for recontracting.

#### Capped Plan packages

Change	Terms
If you move to another Telstra Capped Plan with a lower monthly spend	You will need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro-rata basis to reflect your new minimum monthly spend and new Cap Amounts. You will also need to pay us an early termination charge.
If you move to another Telstra Capped Plan with the same or a higher monthly spend	You do not need to restart your contract term. Your call rates, included calls and minimum monthly spend will be adjusted on a pro- rata basis to reflect your new minimum monthly spend and new Cap Amounts.
If you move to another Telstra plan with a fixed contract term	You will need to pay us an early termination charge. You will also need to pay a \$50 administration fee.
If you or Telstra deactivate your service or you move to a pre-paid or casual plan or Telstra offer without a fixed contract term	You will need to pay us an early termination charge.

#### Service Only plan

Change	Terms
If you move to a Capped Plan Package	You will need to start a new contract term.
If you move to another Telstra plan with a fixed contract term	You will need to start a new contract term. If your new plan has a lower monthly spend/access fee, we may also charge you a \$50 administration fee.
If you or Telstra deactivate your service or you move to a pre-paid or casual plan or Telstra offer without a fixed contract term	You will need to pay us an early termination charge.

### **Telstra Mobile Section**

## Part B – Old consumer pricing plans that are no longer available for new connections

#### Early termination charges

53.13 The amount of any early termination charge payable is set out in your application form.

#### At the end of your contract term

53.14 Your service will remain on your chosen Telstra Capped Plan at the end of your contract term, however you may not continue to receive the cap benefit (we will tell you before this happens). You will not be able to change your plan's monthly spend unless you recontract to a Telstra Capped Plan. If the Telstra Capped Plans are no longer available, we may roll your service onto any other current plan that is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### Mobile Repayment Option - Service Only plan

53.15 Eligible Service Only Plan customers may apply for a Mobile Repayment Option. The Mobile Repayment Option terms and conditions are set out in <u>Part C - Special Promotions</u> of the Telstra Mobile Section of Our Customer Terms.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges and cap amounts

53.16 The call charges and Cap Amounts are set out below. Any unused included calls are forfeited at the end of each month. Included calls and Cap Amounts do not include some calls types including operator assisted calls, directory assistance calls to 1223, calls to Call Connect, premium number, calls made and received while overseas, PocketNews, 1234 service, third party content charges, video calls and video MessageBank.

Telstra Capped Plan	Telstra \$ Plan (serv		Telstra \$99 Cap Plan		Telstra \$119 Cap Plan		Telstra \$169 Cap Plan	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Cap Start	\$71.8182	\$79.00	\$90.00	\$99.00	\$108.18	\$119.0 0	\$153.64	\$169.0 0
Cap End	\$163.636 4	\$180.0 0	\$227.272 7	\$250.0 0	\$272.727 3	\$300.0 0	\$363.636 3	\$400.0 0
Monthly spend	\$18.1818	\$20.00	\$27.2727	\$30.00	\$36.3636	\$40.00	\$54.5454 5	\$60.00
Monthly included calls	\$18.1818	\$20.00	\$27.2727	\$30.00	\$36.3636	\$40.00	\$54.5454 5	\$60.00
Charges for calls to an Australian fixed or mobile number - at all times - per 30 second block or part thereof	43.64¢	48¢	41.82¢	46¢	34.55¢	38¢	25.45¢	28¢
Call connectio n fee	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

#### 54 Telstra Mobile Phone Plan

Not available for new connections on and from 8 September 2004.

Recontracting to Telstra Mobile Phone Plan (including recontracting to change chosen monthly spend) not available to existing customers on and from 8 September 2004.

- 54.1 You can buy a handset from us at a subsidised price when you connect to our networks on a Telstra Mobile Phone Plan for 24 months.
- 54.2 You must pay us your chosen monthly spend each month for your 24-month contract term. You must also pay us for any call charges beyond your included calls and for other services you use.

#### Not available with other offers

54.3 The Telstra Mobile Phone Plan is not available with any other Telstra mobile offer unless specified by us

#### **Telstra Mobile Phone Plan Bonus Options**

- 54.4 You may choose one of the Bonus Options described below.
- 54.5 The call charges applicable to your chosen bonus option will apply instead of the call charges set out in your Telstra Mobile Phone Plan.
- 54.6 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section</u> of Our Customer Terms) applies to these bonus options.
- 54.7 You can change your bonus option once in each 30-day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 54.8 The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones (except where the customer has selected Per Second Saver), diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk and GPRS ).

# Part B – Old consumer pricing plans that are no longer available for new connections

Bonus Option	Description			
My Hour*	You can choose any hour and receive the first 20 minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.			
	After the first 20 minutes, standard call rates apply.			
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.			
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors. This may affect the application of reduced call rates in your chosen "My Hour".			
3 Number Saver*	You can choose three Telstra mobile or any fixed line numbers and will be charged at half your standard call rate for all voice calls made to those numbers in Australia, 24 hours a day, 7 days a week.			
	The discount does not apply to the connection fee. The full 25-cent connection fee will apply to each call made to your chosen numbers.			
	The fees for this option are set out below. We will apply a \$15 credit to your bill to contribute towards the initial costs of setting up the Bonus Option.			
	Initial set up fee (choice of 3 Number Saver number) \$5.00 (GST incl)			
	Charge for changes to the chosen 3 Number Saver \$5.00 (GST incl) number			
50 Free SMS	You will receive the first 50 SMS messages sent from your phone in Australia free of charge, every month.			
	Unused SMS are forfeited. Premium content SMS services, (eg PocketNews, games, international SMS, voting, MobileFun, WebNotes, Access Manager, Online SMS Business, some SMS chat and some instant messaging services) are excluded.			
	If you choose or change this option part way through your bill cycle, the 50 Free SMS credit will be adjusted on a pro-rata basis.			
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.			
18 cents for 5 minutes*	You will be charged 18 cents for the first 5 minutes of each voice call (or part thereof) to any fixed or mobile phone in Australia between 8:00pm and 7:00am Monday to Saturday and all day Sunday.			
	After the first 5 minutes, standard call rates apply.			
Per Second Saver*	Your voice calls will be charged on a per second basis, as set out in the charges table below. A 25 cent connection fee applies per call.			

## Part B – Old consumer pricing plans that are no longer available for new connections

#### At the end of your contract term

54.9 Your service will remain on your chosen Telstra Mobile Phone Plan at the end of the contract term and will continue to receive your chosen bonus option. If your Phone Plan or bonus option is no longer available to new customers, we may roll your service onto any other current plan or bonus option that we think is reasonably comparable. We will give you prior notice if this will occur.

#### Changing your monthly spend/plan

54.10 We may allow you to change your original monthly spend or move to another plan during your contract term. However on and from 8 September 2004, if your change involves restarting your contract term, you will need to move to another available plan. The terms applying to these changes are set out in the table below.

Change	Terms
If you move to a Phone Plan with a lower monthly spend	You will need to restart your contract term. You will also need to pay an early termination charge and a \$50 administration fee.
If you move to a Phone Plan with a higher monthly spend	You do not need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend
If you move to another plan with a fixed contract term and a lower monthly spend/access fee	You will need to restart your contract term and pay an early termination charge. You may also be required to pay a \$50 administration fee.
If you move to another plan with a fixed contract term and a higher monthly spend/access fee	You will need to restart your contract term and pay an early termination charge.
If you move to a Telstra Mobile Member Plan with a monthly spend of \$100 or more or a Telstra Mobile Business Plan with a monthly spend of \$150 or more	You will not need to restart your contract term or pay an early termination charge. You will not receive a monthly credit under your new plan.

#### **Early Termination Charges**

54.11 You must pay an early termination charge as reasonably determined by us if your mobile service is cancelled or if you take up a pre-paid, casual or other non-approved plan during your contract term.

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Disconnecting your service

54.12 We may terminate your Phone Plan at any time, if we reasonably determine that you are ineligible for the offer.

#### Page 397 of 575

# Our Customer Terms Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges

54.13 The call charges are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Telstra Mobile Phone Plans	20	0	3	5	5	0	6	65		
	GST excl	GST Incl								
Telstra Mobile Plan Monthly Spend	\$18.1818	\$20.00	\$31.8181	\$35.00	\$45.4545	\$50.00	\$59.0909	\$65.00		
Monthly included national, MessageBank, SMS, MMS, WAP and GPRS calls	\$9.0909	\$10.00	\$27.2727	\$30.00	\$36.3636	\$40.00	\$50.00	\$55.00		
Monthly included data calls (MMS, WAP and GPRS	\$4.5454	\$5.00	\$4.5454	\$5.00	\$9.0909	\$10.00	\$9.0909	\$10.00		
Connection fee for calls to an Australian fixed or mobile number	22.727¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢		
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	43.636¢	48¢	40.909¢	45¢	27.27¢	30¢	23.6363¢	26¢		
Charges for customers with a 10- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof	21.818¢	24¢	20.4545¢	22.5¢	13.636¢	15¢	11.818¢	13¢		

#### Page 398 of 575

Telstra Mobile Phone Plans	20	D	3	5	5	0	65		
	GST excl	GST Incl							
Charges for customers with a 13- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof	21.818¢	24¢	20.909¢	23¢	13.636¢	15¢	11.818¢	13¢	
Charges for customers with a 10- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	1.4545¢	1.6¢	1.3636¢	1.5¢	0.909¢	1¢	0.7878¢	0.866¢	
Charges for customers with a 13- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	1.818¢	2¢	1.818¢	2¢	0.909¢	1¢	0.909¢	1¢	

# Our Customer Terms

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

#### 55 Telstra Mobile Plan offers

Not available to new connections on and from 8 September 2004. Recontracting to Telstra Mobile Plan Offers (including recontracting to change chosen monthly spend) not available to existing customers on and from 8 September 2004.

- (a) Casual Telstra Mobile Plans (month to month)
- 55.1 You must pay us your chosen monthly spend. You must also pay us for any call charges beyond your included calls and for other services you use.
- 55.2 You may change your chosen monthly spend or terminate your casual Telstra Mobile Plan at any time by telling us.
- 55.3 You are not eligible to receive Telstra Mobile Plan Bonus Options or a monthly credit.
  - (b) Telstra Mobile Plan Member Plans (12 or 24 month term)
- 55.4 You must pay us your chosen monthly spend each month for your contract term. You must also pay us for any call charges beyond your included calls and for other services you use.
- 55.5 If you connected as a member customer on and from 5 November 2003, you will receive a Monthly Credit. Before 5 November 2003, member customers could choose to receive a Monthly Credit or Phone Option. These benefits are described below.

Member Benefit	Description
Monthly Credit	You will receive a credit on your bill each month. The amount of the monthly credit varies, depending on your monthly spend and is set out in the table of charges below. The monthly credit is not transferable and cannot be redeemed for cash.
	If you receive the Monthly Credit, you can:
	<ol> <li>choose between a 12 or 24 month contract term for your Telstra Mobile Plan; and</li> </ol>
	2. apply for a Mobile Repayment Option.

# Part B – Old consumer pricing plans that are no longer available for new connections

Member Benefit	Description
Phone Option	You could buy a handset from us at a subsidised price when you connect to the Telstra Mobile Plan for 18 or 24 months.
	If you chose the Phone Option you are not eligible to receive a monthly credit or to apply for a Mobile Repayment Option.
	Your contract term will be determined by your monthly spend:
	<ol> <li>24 month contract term if you have a monthly spend of \$20, \$30, \$40, \$60, \$80 or \$100; or</li> </ol>
	<ol> <li>18 month contract term if you have a monthly spend of \$150, \$250 or \$350.</li> </ol>

#### At the end of your contract term

55.6 Your service will remain on your chosen Telstra Mobile Plan at the end of the contract term on a month-to-month basis. You may terminate a month-to-month plan at any time by notifying us. If you do not enter into a new Telstra Mobile Member Plan you will not receive a monthly credit (if applicable) and may no longer receive any Telstra Mobile Plan bonus options. After the end of your contract term, you will be able to change your bonus option, but will not be able to choose a new monthly spend. On and from 8 September 2004, if you wish to recontract, you will need to move to another available plan.

#### Changing your monthly spend

- 55.7 We may allow you to adjust your original monthly spend by choosing another monthly spend. If you do so, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend.
- 55.8 You will need to restart your contract term if your new monthly spend is lower than your original monthly spend or you wish to receive the monthly credit associated with your new monthly spend (if any). Your new monthly spend will be treated as your original monthly spend for your new contract term. On and from 8 September 2004, if your change involves restarting your contract term, you will need to move to another available plan.

#### **Changing plans**

55.9 You may move to an offer with a fixed contract term and a monthly spend/access fee, which is the same as or higher than your original monthly spend at any time within your contract term. We may charge you a \$50 Early Recontracting Fee, if you choose to move to a fixed-term offer with a monthly spend/access fee which is lower than your original monthly spend.

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

55.10 If you move from your Telstra Mobile Member Plan, which has a fixed minimum term, to another plan with a fixed minimum term, you will need to pay a \$50 Early Recontracting Fee.

#### **Telstra Mobile Plan Bonus Options**

- 55.11 If you have a member Telstra Mobile Plan, you may choose one of the Telstra Mobile Plan Bonus Options described below. These Bonus Options are available until they are withdrawn by us with prior notice to you.
- 55.12 The call charges applicable to your chosen bonus option will apply instead of the call charges set out in your Telstra Mobile Plan.
- 55.13 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section</u> of Our Customer Terms) applies to these bonus options.
- 55.14 You can change your bonus option once in each 30-day period free of charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 55.15 The bonus options marked in the table with an **asterisk** do not apply to premium content and information services and some calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones (except where the customer has selected Per Second Saver), diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assistec calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk; and GPRS ).

Bonus Option	Description								
My Hour*	You can choose any hour and receive the first twenty minutes of each voice call you make (or start) in that hour to any telephone number in Australia – free of charge.								
	fter the first 20 minutes, standard call rates apply.								
	A \$15 fee applies if you change your chosen hour more than once in a 30-day period. Any change to your chosen hour will take effect from 12:00am on the day that the change was made.								
	Calls may appear on your bill out of order or on a later bill due to network outages, billing systems and other factors.								

Bonus Option	Description								
3 Number Saver*	You can choose three Telstra mobile or any fixed line numbers and will be charged at half your standard call rate for all voice calls made to those numbers in Australia, 24 hours a day, 7 days a week.								
	The discount does not apply to the connection fee. The full 27-cent connection fee will apply to each call made to your chosen numbers.								
	The fees for this option are set out below. We will apply a \$15 credit to your bill to contribute towards the initial costs of setting up the Bonus Option.								
	Initial set up fee (choice of 3 Number Saver number) \$5.00 (GST incl)								
	Charge for changes to the chosen 3 Number Saver \$5.00 (GST incl) number								
50 Free SMS	You will receive the first 50 SMS messages sent from your phone in Australia free of charge, every month.								
	Unused SMS are forfeited. Premium content SMS services, (eg PocketNews, games, International SMS, voting, MobileFun, WebNotes, Access Manager, Online SMS Business, some SMS Chat and some instant messaging services) are excluded.								
	If you choose or change this option part way through your bill cycle, the 50 Free SMS credit will be adjusted on a pro-rata basis.								
	Your choice of this option may not take effect for up to 36 hours. You will be charged at standard SMS rates for any SMS you send before the option takes effect.								
18 cents for 5 minutes*	You will be charged 18 cents for the first 5 minutes of each voice call (or part thereof) to any fixed or mobile phone in Australia between 8:00pm and 7:00am Monday to Saturday and all day Sunday.								
	After the first 5 minutes, standard call rates apply.								
Per Second Saver*	Your voice calls will be charged on a per second basis, as set out in the charges table below. A 27 cent connection fee applies per call.								

- (c) Mobile Repayment Option
- 55.16 Eligible Telstra Mobile Plan customers can apply for a Mobile Repayment Option. The Mobile Repayment Options terms and conditions are set out in <u>Part C Special</u> <u>Promotions</u> of the Telstra Mobile section of Our Customer Term.
- 55.17 If you have a Phone Option, you may not apply for a Mobile Repayment Option.
  - (d) Charges casual
- 55.18 The call charges are set out below.

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

55.19 On and from 22 November 2015, for Casual Telstra Mobile Plan 60, 80, 100, 150, 250 and 350 any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223. These plans remain unchanged.

# On and from 22 November 2015, clauses 55.20 to 55.24 apply to Casual Telstra Mobile Plans 20 (previously 10), 30 (previously 20), 40 (previously 30), 50 (previously 40).

- 55.20 In addition to your minimum monthly charge you must pay for:
  - (a) any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 55.21 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 55.22 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);

**Telstra Mobile Section** 

- (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
- video calls and video messages to international numbers; (e)
- (f) call diversions to international numbers;
- all use (such as calls made and received) while overseas (unless your Go Plan (g) includes a Monthly International Roaming Allowance);
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 55.23 You must pay for any calls that are not eligible calls.
- 55.24 Any unused Monthly Call Allowance expires each month.

Casual Telstra Mobile Plans	20 (Telstra Mobile Casual Plan \$10 before 22 November 2015)		30 (Telstra Mobile Casual Plan \$20 before 22 November 2015)		40 (Telstra Mobile Casual Plan \$30 before 22 November 2015)		50 (Tel Mobile C Plan \$40 22 Nove 201	casual before mber	60		
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Telstra Mobile Plan Monthly Spend until 21 November 2015	\$9.090 9	\$10.0 0	\$18.181 8	\$20.0 0	\$27.272 7	\$30.0 0	\$36.363 6	\$40.0 0	\$54.545 4	\$60.0 0	
Eligible calls, SMS and MMS on and from 22 November 2015	Unlimited		Unlimited		Unlimited		Un	limited	\$54.545 4	\$60.0 0	

Casual Telstra Mobile Plans	20 (Te Mobile Plan befor Nover 201	Casual \$10 e 22 nber	30 (Te Mobile ( Plan \$20 22 Nove 201	Casual before ember	40 (Te Mobile C Plan \$30 22 Nove 201	Casual before ember	50 (Te Mobile C Plan \$40 22 Nove 201	Casual before ember	60			
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl		
Monthly included national, MessageBan k, SMS and circuit switched WAP calls until 21 November 2015		\$5.00		\$15.0 0		\$30.0 0		\$40.0 0		\$60.0 0		
On and from 22 November 2015, Message Bank diversion and retrieval	Un	limited	Ur	Unlimited Unlimit		limited	Unlimited		Unlimited			\$60.0 0
On and from 22 November 2015, Monthly allowance to use on other usage in Australia (if applicable)		\$5.00	\$18.18	\$20.0 0	\$27.27	\$30.0 0	\$36.36	\$40.0 0		N/A		
Charges f	or calls to	o an Aus	tralian fixe	ed or mo	bile numb	er – at a	ll times un	til 21 No	vember 20	15		
Per 30 second block or part thereof	45.45¢	50¢	42.72¢	47¢	40¢	44¢	32.72¢	36¢	23.63¢	26¢		
Connection fee	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢		
Charge	s for calls	to an A	ustralian fi	ixed or n	nobile num	nber – or	and from	22 Nove	mber 2015	5		
Per 30 second block or part thereof				N	I/A				23.63¢	26¢		
Connection fee				N	I/A				24.55¢	27¢		

# **Our Customer Terms**

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

Casual Telstra Mobile Plans	80	80		100		150		0	350	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Mobile Plan Monthly Spend	\$72.72 72	\$80.0 0	\$90.90 90	\$100.0 0	\$136.36 36	\$150.0 0	\$227.27 27	\$250.0 0	\$318.18 18	\$350.0 0
Monthly included national, MessageBa nk, SMS and circuit switched WAP calls		\$80.0 0		\$100.0 0		\$150.0 0		\$250.0 0		\$350.0 0
Charges for ca	alls to an A	ustraliar	n fixed or r	nobile nu	mber – at a	III times				
Per 30 second block or part thereof	21.81¢	24¢	20¢	22¢	18.18¢	20¢	17.27¢	19¢	16.36¢	18¢
Connection fee	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢

For avoidance of doubt, no changes were made to Casual Telstra Mobile Plans 60, 80, 100 150, 250 or 350 on 22 November 2015.

#### Page 407 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

- (e) Charges member
- 55.25 The call charges are set out below.
- 55.26 On and from 22 November 2015, for Member Telstra Mobile Plan 60, 80, 100, 150, 250 and 350 any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223. These plans remain unchanged.

# On and from 22 November 2015, clauses 55.27 to 55.31 apply to Member Telstra Mobile Plans 20 (previously 10), 30 (previously 20), 40 (previously 30) and 50 (previously 40).

- 55.27 In addition to your minimum monthly charge you must pay for:
  - (a) any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 55.28 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;

#### Page 408 of 575

- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us. Our FairPlay policy applies.
- 55.29 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, SMS and MMS to international numbers (unless your Go Plan includes a Standard International Call Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Go Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and

#### Page 409 of 575

- (k) any other calls determined by us not to be eligible calls.
- 55.30 You must pay for any calls that are not eligible calls.
- 55.31 Any unused Monthly Call Allowance expires each month.

Member Telstra Mobile Plans	20 (Telstra Mobile Member Plan \$10 before 22 November 2015)		Member Pla	30 (Telstra Mobile Member Plan \$20 before 22 November 2015)		40 (Telstra Mobile Member Plan \$30 before 22 November 2015)		ra Mobile n \$40 before Iber 2015)	60	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Mobile Plan Monthly Spend until 21 November 2015	\$9.0909	\$10.00	\$18.1818	\$20.00	\$27.2727	\$30.00	\$36.36	\$40.00	\$54.5454	\$60.00
Eligible calls, SMS and MMS on and from 22 November 2015		Unlimited		Unlimited		Unlimited		Unlimited	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS and circuit switched WAP calls until 21 November 2015		\$5.00		\$15.00		\$30.00		\$40.00		\$60.00
On and from 22 November 2015, Message Bank diversion and retrieval		Unlimited		Unlimited		Unlimited		Unlimited		\$60.00
Connection fee for calls to an Australian fixed or mobile number until 21 November 2015	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof until 21 November 2015	45.45¢	50¢	42.72¢	47¢	40¢	44¢	32.72¢	36¢	23.63¢	26¢

#### Page 410 of 575

Member Telstra Mobile Plans	20 (Telstra Mobile Member Plan \$10 before 22 November 2015)		30 (Telstra Mobile Member Plan \$20 before 22 November 2015)		40 (Telstra Mobile Member Plan \$30 before 22 November 2015)		50 (Telstra Mobile Member Plan \$40 before 22 November 2015)		6	0
	GST excl	GST incl	GST excl	GST incl						
Charges for calls to an Australian fixed or mobile number on and from 22 November 2015				N	/A				23.63¢	26¢
Monthly Credit (if applicable) until 21 November 2015	\$1.8181	\$2.00	\$4.5454	\$5.00	\$5.4545	\$6	\$6.8181	\$7.50	\$9.0909	\$10.00
Monthly Credit on and from 22 November 2015		N/A							\$9.0909	\$10.00
On and from 22 November 2015, Monthly allowance to use on other usage in Australia (if applicable)		\$5.00	\$18.18	\$20.00	\$27.27	\$30.00	\$36.36	\$40.00	N/A	N/A
Charges for customers with a 10- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof*	22.72¢	25¢	21.36¢	23.5¢	20¢	22¢	16.36¢	18¢	11.81¢	13¢
Charges for customers with a 13- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof*	22.72¢	25¢	21.82¢	24¢	20¢	22¢	16.36¢	18¢	11.81¢	13¢
Charges for customers with a 10- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second*	1.51¢	1.66¢	1.42¢	1.56¢	1.33¢	1.46¢	1.09¢	1.2¢	0.78¢	0.86¢

#### Page 411 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

Member Telstra Mobile Plans	20 (Telstra Mobile Member Plan \$10 before 22 November 2015)		30 (Telstra Mobile Member Plan \$20 before 22 November 2015)		40 (Telstra Mobile Member Plan \$30 before 22 November 2015)		50 (Telstra Mobile Member Plan \$40 before 22 November 2015)		60	
	GST excl	GST incl	GST excl	GST incl						
Charges for customers with a 13- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second*	1.818¢	2¢	1.818¢	2¢	0.909¢	1¢	0.909¢	1¢	0.909¢	1¢

#### 5. On and from 22 November 2015, these options are not applicable to Telstra Mobile Member Plan 20, 30, 40 and 50.

Member Telstra Mobile Plans	80		100		150		250		350	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Telstra Mobile Plan Monthly Spend	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00	\$227.2727	\$250.00	\$318.1818	\$350.00
Monthly included national, MessageBank, SMS and circuit switched WAP calls		\$80.00		\$100.00		\$150.00		\$250.00		\$350.00
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢
Charges for calls to an Australian fixed or mobile number – at all times – per 30 second block or part thereof	21.81¢	24¢	20¢	22¢	18.18¢	20¢	17.27¢	19¢	16.36¢	18¢
Monthly Credit (if applicable)	\$13.6363	\$15.00	\$15.9090	\$17.50	\$18.1818	\$20.00	\$27.2727	\$30.00	\$31.8181	\$35.00

#### Page 412 of 575

Charges for customers with a 10- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof	10.90¢	12¢	10¢	11¢	9.09¢	10¢	8.63¢	9.5¢	8.18¢	9¢
Charges for customers with a 13- digit Telstra account number for each voice call to a chosen 3 Number Saver number – per 30 second block or part thereof	10.90¢	12¢	10¢	11¢	9.09¢	10¢	9.09¢	10¢	8.18¢	9¢
Charges for customers with a 10- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	0.72¢	0.8¢	0.66¢	0.73¢	0.60¢	0.66¢	0.57¢	0.63¢	0.54¢	0.6¢
Charges for customers with a 13- digit Telstra account number for calls to an Australian fixed or mobile number, if you choose the Per Second Saver Bonus Option – Each second	0.909¢	1¢	0.909¢	1¢	0.909¢	1¢	0.909¢	1¢	0.909¢	1¢

Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

#### 56 more4you offer

Not available for new connections on and from 7 May 2003.

Re-contracting to more4you, adding services, and changes to the more4you casual plan's chosen monthly spend only available for existing customers until 4 March 2004.

#### **Recontracting and adding services**

- 56.1 Existing more4you customers may recontract their more4you plan or add eligible mobile services to their existing more4you plan until 4 March 2004.
  - (a) more4you casual plans (month to month)
- 56.2 You must pay us your chosen monthly spend. You must also pay us for any call charges beyond your included calls and for other services you use.
- 56.3 You may choose one Network Bonus Option for each mobile service under your more4you casual plan.
- 56.4 You may change your chosen monthly spend or terminate your more4you casual plan at any time by telling us. On and from 5 March 2004, if you wish to change your chosen monthly spend, you will need to move to another available plan.
- 56.5 You are not eligible to receive Mobile Bonus Options or a monthly bonus.
  - (b) more4you member Plans (12 month term)
- 56.6 You must pay us your chosen monthly spend each month for your contract term. You must also pay us for any call charges beyond your included calls and for other services you use.
- 56.7 You may choose one Network Bonus Option and one Mobile Bonus Option for each mobile service under your more4you Member Plan. The bonus options are described in more detail in <u>Part C – Special Promotions</u> of the Telstra Mobile section of Our Customer Terms.

#### Changing your monthly spend

- 56.8 We may allow you to change your monthly spend at any time.
- 56.9 If you do so, your call rates, included calls and monthly spend will be adjusted on a prorata basis to reflect your new monthly spend. You will need to restart your contract term, if your new monthly spend is lower than your original monthly spend or you wish to receive any monthly bonus associated with your new monthly spend. Your new monthly

Part B – Old consumer pricing plans that are no longer available for new connections

spend will be treated as your original monthly spend for your new contract term. On and from 5 March 2004, if you wish to restart your contract term, you will need to move to another available plan.

- 56.10 You may reduce your monthly spend by one level once in any 12-month period without charge. For any other reduction, we may charge you a fee of \$50 (incl. GST).
- 56.11 We may charge you a fee of \$150 (incl. GST) if during your contract term you cancel your more4you member plan or move to a pre-paid plan, more4you Casual Plan or an offer that is not approved. The approved offers are the more4business member offer and any other offers which we may determine from time to time. This means that you can move to the approved plans without being charged the fee.

#### When your contract ends

- 56.12 If you do not enter into a new more4you member plan before your contract ends, your service will roll onto a more4you casual plan. On and from 5 March 2004, if you do not enter into a new available plan before your contract ends, your service will be rolled onto a more4you casual plan.
  - (c) Adding mobile services
- 56.13 Until 4 March 2004, you may add eligible mobile services onto your more4you plan for no additional charge. Adding and removing mobile services will not affect your 12-month contract term. The maximum number of services you can add to your plan is set out in the table of charges below. On and from 5 March 2004, if you wish to add eligible mobile services onto your more4you plan you will need to move to another available plan.
- 56.14 Added mobile services will share in the included call value available under your more4you plan and will contribute to your monthly spend. You are responsible for all charges incurred by mobile services you add to your more4you plan.
- 56.15 If your more4you plan is terminated, all mobile services added to your plan may also be terminated. You must tell all users of the services if your plan is terminated.
  - (d) Sliding scale member and casual customers
- 56.16 more4you plans have voice call rates which automatically reduce in a month after your monthly voice call spend reaches the next highest more4you monthly spend in a month. This applies only to voice calls that start after the higher monthly spend is reached. Calls that start before a particular monthly spend has been reached will not be re-rated after the spend level is reached.
- 56.17 At the end of each month, your voice call rates will go back to those applicable under your chosen more4you monthly spend.

#### Page 415 of 575

# Our Customer Terms Telstra Mobile Section

- (e) Charges casual
- 56.18 The more4you charges are as follows. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

more4you casual plans	10		20		40		60	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS and circuit switched WAP calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00
Maximum added mobile services	One		Тwo		Three		Four	
Call Charges – at all times – per 30 second block or part thereof	38.6363¢	42.5¢	36.3636¢	40¢	32.272¢	36¢	23.6363¢	26¢
Call charges if you choose the Off Peak Saver option (8pm – 7am Mon-Sat, all day Sun) – Per 30 second block or part thereof	19.3181¢	21.25¢	18.1818¢	20¢	16.3636¢	18¢	11.8181¢	13¢
Call charges if you choose the Per Second Saver option – each second	1.2818¢	1.41¢	1.2120¢	1.333¢	1.0909¢	1.2¢	0.7878¢	0.8666¢
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢

#### Page 416 of 575

# **Our Customer Terms** Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

more4you casual plans	8	0	10	00	150		
	GSTexcl	GSTincl	GSTexcl	GSTincl	GSTexcl	GSTincl	
Minimum Monthly Spend	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00	
Monthly included national, MessageBank, SMS and circuit switched WAP calls	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00	
Maximum added mobile services	Five Seven		Seven		Ten		
Call Charges – at all times – per 30 second block or part thereof	21.8181¢	<b>24</b> ¢	20¢	<b>22</b> ¢	18.1818¢	<b>20</b> ¢	
Call charges if you choose the Off Peak Saver option (8pm – 7am Mon-Sat, all day Sun) – Per 30 second block or part thereof	10.9090¢	12¢	10¢	11¢	9.0909¢	10¢	
Call charges if you choose the Per Second Saver option – each second	0.7272¢	<b>0.8</b> ¢	0.6667¢	0.73¢	0.6060¢	0.6666¢	
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	

#### (f) Charges – member

56.19 The more4you charges are as follows. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

#### Page 417 of 575

more4you member plans	10		2	20		40		60	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00	
Monthly included national, MessageBank, SMS and circuit switched WAP calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00	
Maximum Added Mobile Services	One		Tv	Two		Three		Four	
Call Charges – at all times Per 30 second block or part thereof	47.727¢	52.5¢	45.45456¢	50¢	32.7272¢	36¢	23.6363¢	26¢	
Monthly Bonus	\$Nil	\$Nil	\$4.5454	\$5.00	\$6.8181	\$7.50	\$9.0909	\$10.00	
Call charges if you choose the Off Peak Saver option (8pm – 7am Mon-Sat, all day Sun) Per 30 second block or part thereof	23.8636¢	26.25¢	22.7272¢	25¢	16.3636¢	18¢	11.8181¢	13¢	
Call charges if you choose the Per Second Saver option Each second	1.5909¢	1.75¢	1.5150¢	1.6666¢	1.0909¢	1.2¢	0.7878¢	0.8666¢	
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	

#### Page 418 of 575

more4you member plans	80	0	1(	00	150		
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Minimum Monthly Spend	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00	
Monthly included national, MessageBank, SMS and circuit switched WAP calls	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00	
Maximum Added Mobile Services	Five		Sev	/en	Te	en	
Call Charges – at all times Per 30 second block or part thereof	21.8181¢	24¢	20¢	22¢	18.1818¢	20¢	
Monthly Bonus	\$13.6363	\$15.00	\$15.9090	\$17.50	\$18.1818	\$20.00	
Call charges if you choose the Off Peak Saver option (8pm – 7am Mon-Sat, all day Sun) Per 30 second block or part thereof	0.9090¢	12¢	10¢	11¢	9.0909¢	10¢	
Call charges if you choose the Per Second Saver option Each second	0.7272¢	0.8¢	0.6667¢	0.73¢	0.6060¢	0.6666¢	
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	

# **Our Customer Terms**

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

#### 57 communic8 post-paid offer

Not available for new connections on and from 31 May 2004.

Recontracting to communic8 Call Plans and SMS Plans (including recontracting to change chosen monthly spend) is not available to existing customers on and from 16 May 2008.

- (a) communic8 casual plans (month to month)
- 57.1 You must pay us your chosen monthly spend. You must also pay us for any call charges beyond your included calls and for other services you use.
- 57.2 You may change your chosen monthly spend, move between Call Plans and SMS Plans or terminate your communic8 casual plan at any time by telling us.
- 57.3 You are not eligible to choose a communic8 Call Plan Bonus Option Pack or to receive communic8 SMS Plan Subscriber Bonus Options or a monthly bonus.

#### Casual Bonus Options

57.4 Until withdrawn by us with prior notice to you, the following bonus options will apply to communic8 casual plans. Our FairPlay Policy (set out in <u>Part A – General of the Telstra</u> <u>Mobile section</u> of Our Customer Terms) applies to the Free24/7 and Free SMS Lunch bonus options. You may apply for a Mobile Repayment Option set out in <u>Part C – Special</u> <u>Promotions</u> of the Telstra Mobile section of Our Customer Terms

Casual Bonus Options	Description						
Casual Call Plans							
Free SMS Lunch	You can send SMS messages free of charge to communical numbers between 12 midday and 2pm Monday to Friday. T the first 100 messages you send weekday during 12 midday	This offer is limited to					
Free24/7	You can choose one fixed line or Telstra mobile number an number in Australia will be free for the first three minutes, 2 a week. After the first 3 minutes, standard call rates apply. Premium content and information services and some calls in numbers beginning with 19, 1800 and 12, emergency calls, international roaming calls, MessageBank deposits and retr satellite phones, diversion calls, value added services (such wakeup calls), Dial It services (weather and time), Memo, C PocketNews and all data calls (such as SMS, WAP, MMS, I GPRS) are excluded. Initial set up fee (choice of Free24/7 number)	4 hours a day, 7 days ncluding calls to international and ievals, calls to Optus as reminder and Operator Assisted calls,					

# Part B – Old consumer pricing plans that are no longer available for new connections

Casual Bonus Options	Description							
	Charge for changes to the chosen Free24/7 number \$3.00 (GST incl)							
Casual SMS Plans								
Special SMS Rates	You will be charged the special SMS rates set out in the table of charges below for SMS messages sent to other Telstra mobile and communic8 phones, 24 hours a day, 7 days a week. The special SMS rates are not available with some SMS including SMS voting, some SMS Chat, SMS games, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager Online, SMS Business and some instant messaging services.							

- (b) communic8 Subscriber Customers (12 month term)
- 57.5 You must pay us your chosen monthly spend each month for your contract term. You must also pay us for any call charges beyond your included calls and for other services you use.

#### Changing your monthly spend

57.6 You may change your monthly spend at any time. If you do so, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend. You will need to restart your contract term, if your new monthly spend is two levels or more below your original monthly spend or you wish to receive the monthly bonus associated with your new monthly spend (if any). Your new monthly spend will be treated as your original monthly spend for your new contract term.

#### Changing between Call Plans and SMS Plans

- 57.7 You can choose to change your plan from a call plan to an SMS plan or vice versa. If you do so, your included calls will be adjusted on a pro-rata basis and your call and SMS rates and bonus options will be adjusted to reflect your new plan type. Changing between plan types will not affect your contract term.
- 57.8 We may refuse to allow you to change between call plans and SMS plans more than three times in a month.

#### Reducing your monthly spend

- 57.9 We may allow you to reduce your monthly spend by one level once in any 12-month period without charge.
- 57.10 We may charge you a fee of \$50 (incl. GST) if you choose a new monthly spend which is:

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) one level below your original monthly spend more than once in a 12-month period; or
- (b) two levels or more below your original monthly spend within your 12-month contract term.

#### Cancelling your plan

57.11 We may charge you a fee of \$150 (incl. GST) if during your contract term you cancel your subscriber plan or move to a pre-paid plan, casual plan or an offer that is not approved. The approved offers are more4you member plans and more4business member plans with a monthly spend which is the same as or higher than your original monthly spend and any other offers which we may determine from time to time. This means that you can move to the approved plans without being charged the fee.

#### When your contract ends

57.12 If you do not enter into a new subscriber plan before your contract ends, your service will roll onto a communic8 casual call plan or SMS plan (as the case may be).

#### communic8 Call Plan Bonus Option Packs and SMS Plan Bonus Options

- 57.13 Until they are withdrawn by us with prior notice to you, if you are on a subscriber call plan, you may choose one of the communic8 call plan Bonus Option Packs set out below. If you are on a Subscriber SMS plan, you will receive the SMS Bonus Options described below. You may apply for a Mobile Repayment Option set out in Part C Special Promotions of the Telstra Mobile section of Our Customer Terms.
- 57.14 If you do not choose a Bonus Option Pack, you will be deemed to have chosen the "Weekend" Call Plan Bonus Option Pack.
- 57.15 Our FairPlay Policy (set out in <u>Part A General of the Telstra Mobile section</u> of Our Customer Terms) applies to the FlatChat, FreeChat, Free24/7, C8FREETXT and Free SMS Lunch bonus options.
- 57.16 The call charges applicable to your chosen communic8 call plan Bonus Option Pack and communic8 SMS plan Bonus Options will apply instead of the charges set out in your communic8 plan.
- 57.17 You can change your communic8 call plan Bonus Option Pack once in each 30-day period without charge. Any change you make within 30 days of your previous change will incur a \$15.00 (GST incl.) fee.
- 57.18 The bonus options marked in the table with an asterisk do not apply to premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, emergency calls, international and international roaming calls, MessageBank deposits and retrievals, calls to Optus satellite phones (except where the customer has selected Per Second Charging), diversion calls, value added services (such as reminder and wakeup calls), Dial It

# Part B – Old consumer pricing plans that are no longer available for new connections

Services (weather and time), Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk; and GPRS ).

Subscriber	Bonus Options	Description
Subscriber Cal	l Plans	
Day Pack:	Per Second Charging*	All voice calls are charged on a per second basis.
	Always Off Peak*	50% discount off your standard call charge for voice calls made to communic8 and Telstra Mobile numbers within Australia.
Night Pack: FreeChat*		Customers will receive the first fifteen minutes of each voice call made to another Telstra or communic8 mobile number in Australia between 9.00pm and 5.00am each day, free of charge. After the first fifteen minutes, standard off-peak rates apply
		A maximum of 2500 minutes per month applies.
	Free SMS Lunch	You can send SMS messages free of charge to communic8 and Telstra Mobile numbers between 12 midday and 2pm Monday to Friday. This offer is limited to the first 100 messages you send weekday during 12 midday and 2pm.
	Free24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply. A maximum of 2500 minutes per month applies.
Weekend Pack:	FlatChat*	You will be charged 22 cents (GST incl.) for every ten minute block or part thereof for voice calls made to another Telstra Mobile or communic8 Service within Australia from midnight Friday to midnight Sunday.
		A maximum of 2500 minutes per month applies.
	Free SMS Lunch	You can send SMS messages free of charge to communic8 and Telstra Mobile numbers between 12 midday and 2pm Monday to Friday. This offer is limited to the first 100 messages you send weekday during 12 midday and 2pm.
	Free24/7*	You can choose one fixed line or Telstra mobile number and voice calls to that number in Australia will be free for the first three minutes, 24 hours a day, 7 days a week. After the first 3 minutes, standard call rates apply.
		A maximum of 2500 minutes per month applies.
SMS bonus opt	tions:	

Subscriber Bonus Options	Descri	ption				
Subscriber Call Plans						
C8FREETXT	You can send SMS to Telstra Mobile and communic8 mobile numbers free of charge, every night between 9.00pm and 5.00am. This offer is limited to a maximum of 200 messages in any C8FREETXT period. C8FREETXT is not available with some message types including SMS voting, SMS Chat, SMS Games, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business and some instant messaging services.					
Special SMS Rates	You will be charged the special S charges below for SMS message and communic8 phones, 24 h	es sent to other 1	Felstra mobile			
	The special SMS rates are not available with some message types including SMS voting, International SMS, SMS Chat, SMS Games, PocketNews, WebNotes, MobileFun, SMS Access Manager, Online SMS Business and some instant messaging services.					
Free 24/7 charges		GST excl.	GST incl.			
Initial set up fee (choice of Free24/7 nu	ımber)	\$2.727	\$3.00			
Charge for changes to your	Charge for changes to your chosen Free24/7 number					

- (c) Sliding scale casual and subscriber plans
- 57.19 communic8 post-paid plans have voice call rates which automatically reduce in a month after your monthly voice call spend reaches the next highest communic8 monthly spend in a month. This applies only to voice calls that start after the higher monthly spend is reached. Calls that start before a particular monthly spend has been reached will not be re-rated after the spend level is reached.
- 57.20 At the end of each month, your voice call rates will go back to those applicable under your chosen monthly spend.

#### Page 424 of 575

- (d) Charges casual call plans
- 57.21 The charges for the communic8 casual call plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

communic8 Casual Call Plans	10		20		40		60	
	GST excl.	GST incl.						
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Call Charges – at all times Per 30 second block or part thereof	38.6363¢	42.5¢	36.3636¢	40¢	32.7272¢	36¢	23.6363¢	26¢
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55	27¢

#### Page 425 of 575

communic8 Casual Call Plans	80		1(	00	150	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Minimum Monthly Spend	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$72.7272	\$80.00	\$90.9090	\$100.00	\$136.3636	\$150.00
Call Charges – at all times Per 30 second block or part thereof	21.8181¢	24¢	20¢	22¢	18.1818¢	20¢
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢

#### Page 426 of 575

# Our Customer Terms Telstra Mobile Section

- (e) Charges casual SMS plans
- 57.22 The charges for the communic8 casual SMS plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

communic8 Casual SMS Plans	1(	)	2	0	4	0	60	
	GST excl.	GST incl.						
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00
Call Charges – at all times Per 30 second block or part thereof	50¢	55¢	45.454¢	50¢	O¢	44¢	28.181¢	31¢
SMS fee per message sent to a communic8 or Telstra Mobile	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢
SMS fee per message sent to other mobile number (except internationl mobile number)	18.1818¢	20¢	16.3636¢	18¢	16.3636¢	18¢	16.3636¢	18¢
SMS fee per message sent to international mobile number	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢

Page 427 of 575

Part B – Old consumer pricing plans that are no longer available for new connections

One message sent to 10 mobile services would be charged as 10 messages.

#### Page 428 of 575

- (f) Charges subscriber call plans
- 57.23 The charges for the communic8 subscriber calls plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

communic8 Subscriber Call Plans	10		20		4	0	60	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Call Charges – at all times Per 30 second block or part thereof	38.6363¢	42.5¢	36.3636¢	40¢	32.7272¢	36¢	23.6363¢	26¢
Monthly Bonus	Nil	Nil	\$4.5454	\$5.00	\$6.8181	\$7.50	\$9.0909	\$10.00
Always Off Peak Period Call Charges if you choose the "Day" Call Bonus Option Pack for calls to a communic8 or Telstra Mobile number Each 30 second block or part thereof	19.3181¢	21.25¢	18.1818¢	20¢	16.3636¢	18¢	11.8181¢	13¢
Call charges if you choose the "Day" Call Bonus Option Pack which contains the Per Second Saver bonus option	1.2878¢	1.41¢	1.2121¢	1.333¢	1.0909¢	1.2¢	0.7878¢	0.8666¢

#### Page 429 of 575

commun Plans	communic8 Subscriber Call Plans		10		20			40			60								
	on fee for calls to an n fixed or mobile	2	4.55¢		27¢	2	24.55¢		27¢	2	24.55¢ <b>27¢</b>		55¢ <b>27¢</b>		27¢		4.55¢	:	27¢
	communic8 Subscribe Plans	er Call	80					10	00	150			50						
			GST e	excl	GST i	ncl	GST e	excl	GST i	incl	GST	excl	GST	incl					
	Minimum Monthly Spen	/ Spend		\$72.7272		\$80.00	Ş	\$90.9090		\$100.00	\$	136.3636		\$150.00					
	Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls		\$	\$72.7272		\$80.00	S	\$90.9090		\$100.00		136.3636	\$150.00						
	Call Charges – at all tin Per 30 second block or thereof		21.8181¢			24¢		20¢		22¢		18.1818¢	20¢						
	Monthly Bonus		Ş	\$13.6363		\$15.00	Ş	\$15.9090		\$17.50		\$18.1818		\$20.00					
	Always Off Peak Period Charges if you choose Call Bonus Option Pack to a communic8 or Tels Mobile number – Each second block or part the	the "Day" < for calls tra 30		10.909¢		12¢		10¢		11¢		9.0909¢		10¢					
	Call charges if you choo "Day" Call Bonus Optio			0.7272¢		0.8¢		0.6666¢		0.733¢		0.606¢		0.6666¢					

#### Page 430 of 575

communic8 Subscriber Call Plans			10		20			40		60	
Australi	Connection fee for calls to an Australian fixed or mobile number		24.55¢	27¢	24.55¢		27¢	24.55¢	27¢		

- (g) Charges subscriber SMS plans
- 57.24 The charges for the communic8 subscriber SMS plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Communic8 Subscriber SMS Plans	10		20		4	0	60	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Call Charges – at all times								
Per 30 second block or part thereof	50¢	55¢	45.454¢	50¢	40¢	44¢	28.181¢	31¢
Monthly Bonus	\$Nil	\$Nil	\$4.5454	\$5.00	\$6.8181	\$7.50	\$9.0909	\$10.00
Charges per SMS sent to a commmunic8 or Telstra Mobile	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢
Charges per SMS sent to another mobile number (except international numbers)	18.1818¢	20¢	16.3636¢	18¢	16.3636¢	18¢	16.3636¢	18¢

#### Page 431 of 575

## Part B – Old consumer pricing plans that are no longer available for new connections

Communic8 Subscriber SMS Plans	1	0	2	0	4	0	60		
	GST excl	GST incl							
Charges per SMS sent to international mobile number	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	

One message sent to 10 mobile services would be charged as 10 messages.

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

#### 58 \$45 Phone Plan (with subsidised handset)

#### Eligibility

- 58.1 Until 7 September 2003, you can buy a handset from us at a subsidised price when you connect to our networks on a \$45 Phone Plan for 24 months.
- 58.2 To be eligible for the \$45 Phone Plan, you must:
  - (a) be a new and approved customer who connects to a Telstra mobile service and who buys an eligible handset specified by us; or
  - (b) be an existing customer who has an existing Telstra mobile service (provided that the service is no longer subject to a fixed contract term) who wishes to upgrade to a new handset and who buys one of a range of handsets specified by us; or
  - (c) be otherwise approved by us.
- 58.3 The \$45 Phone Plan is not available in conjunction with any other mobile offer unless specified by us. You are limited to a maximum of three connections under \$45 Phone Plan (except in South Australia), unless we approve an application for more.
- 58.4 We may terminate or disconnect you from the \$45 Phone Plan at any time where we reasonably determine that you are ineligible for the \$45 Phone Plan offer.

#### When your contract expires

58.5 At the end of 24 months, the \$45 Phone Plan will roll over onto a month-by-month plan on the same terms and conditions.

#### **Bonus Options**

58.6 You are eligible to receive the '18 cents for 5 minutes' MobileNet Bonus Option (unless otherwise determined by us). Details of the '18 cents for 5 minutes' MobileNet Bonus Option are set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms.

#### **Early Termination Charges**

58.7 You must pay an early termination charge as reasonably determined by us if your mobile service is cancelled or if you take up another non-approved plan during your contract term. Mobile Plan 65 is an approved plan for the \$45 Phone Plan.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges

58.8 The charges for the \$45 Phone Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

\$45 Phone Plan	GST excl.	GST incl.
Monthly Access Charge	\$40.9091	\$45
Monthly included national, MessageBank, SMS and circuit switched WAP calls	\$40.9091	\$45
Call charges – these apply at all times		
On connection	22.72¢	25¢
Per 30 second block or part thereof	36.37¢	40¢

#### 59 Telstra Text Plan offer

Not available for new connections on and from 8 September 2004.

Recontracting to Telstra Text Plans (including recontracting to change chosen monthly spend) not available to existing customers on and from 8 September 2004.

- (a) Telstra Text Casual Plans (month to month)
- 59.1 You must pay us your chosen monthly spend. You must also pay us for any call charges beyond your included calls and for other services you use.
- 59.2 You may change your chosen monthly spend or terminate your Telstra Text Casual Plan at any time by telling us.
- 59.3 At the end of your monthly contract term, if your selected Telstra Text Casual Plan is no longer available to new customers, we may roll you over to any other current plan, which in our view, is reasonably comparable. We will give you prior notice of this if this will occur.
- 59.4 You are not eligible to receive a Text Bonus Option or a monthly bonus.
  - (b) Telstra Text Member Plans (12 month term)
- 59.5 You must pay us your chosen monthly spend each month for your 12 month contract term. You must also pay us for any call charges beyond your included calls and for other services you use.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **Text Bonus Option**

- 59.6 Telstra Text Member Plan customers will receive the Text Bonus Option described below until it is withdrawn by us with prior notice to you.
- 59.7 Our FairPlay Policy (set out in Part A General of the Telstra Mobile section of Our Customer Terms) applies to the Text Bonus Option.

Text Bonus Option	Description
Free Text	You can send up to 200 SMS to Telstra Mobile numbers free of charge, every night between 9.00pm and 5.00am. The Free Text bonus option is not available with some SMS including SMS Chat, SMS Games, voting, International SMS, PocketNews, WebNotes, MobileFun, SMS Access Manager or Online SMS Business and some instant messaging services.

#### **Monthly Bonus**

59.8 Telstra Text Member Plan customers with a minimum monthly spend of \$20 or more will receive a Monthly Bonus described below.

Monthly Bonus	Description
Monthly Bonus	You will receive a credit on your bill each month. The amount of the monthly credit varies, depending on your monthly spend and is set out in the table of charges below. The monthly credit is not transferable and cannot be redeemed for cash.

#### Changing your monthly spend or plan

59.9 We may allow you to change your original monthly spend or plan during your contract term. The terms applying to these changes are set out in the table below.

Change	Terms							
If you move to a lower monthly spend	You will need to restart your contract term. Your call rates, included calls and monthly spend will be adjusted on a pro- rata basis to reflect your new monthly spend. You may also be required to pay a \$50 administration fee (incl GST).							
If you move to a higher monthly spend and recontract to a new contract term	Your call rates, included calls, monthly spend and monthly bonus (if any) will be adjusted on a pro-rata basis to reflect your new monthly spend.							
If you move to a higher monthly spend but do not recontract to a new contract term	Your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend but your monthly bonus (if any) will remain unchanged.							

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Terms
If you move to a new Telstra Member or other plan with a fixed contract term and a lower monthly spend/access fee	You will need to restart your contract term and you may also be required to pay a \$50 administration fee (incl GST).
If you move to a new Telstra Member or other plan with a fixed contract term and an equal or higher monthly spend/access fee	You will need to restart your contract term.
If your mobile service is deactivated or you terminate your Telstra Text Member Plan and move to a pre-paid or casual plan	You will need to pay an early termination charge.

#### Early Termination Charges

59.10 You must pay an early termination charge (ETC) as reasonably determined by us if, during your contract term, you or we cancel your mobile service or you move to a prepaid or casual plan. The amount of the ETC is set out in your application form.

#### When your contract ends

- 59.11 If you do not enter into a new Telstra Text Member Plan before your contract ends, your service will roll onto a Telstra Text Casual Plan and you will lose your Monthly Bonus (if any) and Text Bonus Option. If the Telstra Text Member Plan is no longer available to new customers, you will need to enter into a new plan available at the time.
- 59.12 If the Casual Text Plans are no longer available to new customers, you may be rolled over to any other current plan, which in our view, is reasonably comparable. We will give you prior notice if this will occur.
  - (c) Mobile Repayment Option casual and member customers
- 59.13 Telstra Text Plan customers may apply for a Mobile Repayment Option as set out in <u>Part</u> <u>C – Special Promotions</u> of the Telstra Mobile section of Our Customer Terms.
  - (d) Sliding scale casual and member plans
- 59.14 Telstra Text Plans have voice call rates which automatically reduce in a month after your monthly voice call spend reaches the next highest Telstra Text Plan monthly spend in a month. This applies only to voice calls that start after the higher monthly spend is reached. Calls that start before a particular monthly spend has been reached will not be re-rated after the spend level is reached.
- 59.15 At the end of each month, your voice call rates will go back to those applicable under your chosen Telstra Text Plan monthly spend.

#### Page 436 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

#### (e) Charges – Telstra Text Casual plans

59.16 The charges for the Telstra Text Casual Plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Telstra Text Casual Plans	1	0	2	0	4	0	60		
	GST excl. GST incl.		GST excl. GST incl.		GST excl.	GST incl.	GST excl.	GST incl.	
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00	
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00	
Call Charges – at all times – per 30 second block or part thereof	50¢	55¢	45.454¢	50¢	40¢	44¢	28.181¢	31¢	
SMS Charge per message sent to a Telstra Mobile number	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	
SMS Charge per message sent to mobile number on another network (except international numbers)	18.1818¢	20¢	16.3636¢	18¢	16.3636¢	18¢	16.3636¢	18¢	
SMS Charge per message sent to an international mobile number	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	

#### Page 437 of 575

### Part B – Old consumer pricing plans that are no longer available for new connections

Telstra Text Casual Plans	1	0	2	0	4	0	60		
	GST excl.	GST incl.							
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	

(f) Charges – Telstra Text Member Plans

59.17 The charges for the Telstra Text Member Plans are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Telstra Text Member Plans	1	0	2	0	4	0	60		
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00	
Monthly included national, MessageBank, SMS, circuit switched WAP and GPRS (excluding bundles) calls	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00	
Call Charges – at all times – per 30 second block or part thereof	50¢	55¢	45.454¢	50¢	40¢	44¢	28.181¢	31¢	
Monthly Bonus	\$Nil	\$Nil	\$4.5454	\$5.00	\$6.8181	\$7.50	\$9.0909	\$10.00	
SMS Charge per SMS sent to a Telstra Mobile number	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	13.6363¢	15¢	

#### Page 438 of 575

Telstra Text Member Plans	1(	0	2	0	4	0	60		
	GST excl	GST incl							
SMS Charge per message sent to mobile number on another network (except international numbers)	18.1818¢	20¢	16.3636¢	18¢	16.3636¢	18¢	16.3636¢	18¢	
SMS Charge per message sent to an international mobile number	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	31.82¢	35¢	
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	

# Part B – Old consumer pricing plans that are no longer available for new connections

#### 60 Flexi-Plans

#### Availability

60.1 New Flexi-Plans are not available for new connections from 23 January 2002. Flexi-Plans are not available for new connections from 18 July 2001.

#### Charges

- 60.2 If you are connected to a Flexi-Plan, you must pay a monthly network access charge and call charges.
- 60.3 The charges for Flexi-Plans are set out in the tables below. The peak and off-peak times for Flexi-Plans are as follows, unless the tables state otherwise:
  - (a) Peak: 7.00am-8.00pm, Mon-Sat
  - (b) Off-Peak: All other times
- 60.4 Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.
- 60.5 Whether calls are charged at peak or off-peak rates is determined by the time that the call commences.
- 60.6 Details about the Easy Plan Bonus Options can be found in <u>Part C Special Promotions</u> section.

**Telstra Mobile Section** 

### Part B – Old consumer pricing plans that are no longer available for new connections

New Flexi-Plans – not available for new connections on and from 23 January 2002	1	0	1	5	2	:0	3	0	4	40		60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	
Monthly network access charge.	\$9.09	\$10.00	\$13.64	\$15.00	\$18.18	\$20.00	\$27.27	\$30.00	\$36.36	\$40.00	\$54.54	\$59.99	
Monthly Included Calls				\$10.00		\$15.00		\$30.00		\$40.00		\$60.01	
Charges for calls to an Aus provided under your Mobile			mber if you h	ave selected	the Half-Pri	ce Off-Peak	Network Bor	nus Option (p	ber 30 secon	d block or pa	irt thereof) e>	cept as	
7.00am – 8.00pm, Mon-Sat	60¢	66¢	54.5454¢	59.9999¢	45.4545¢	49.9999¢	40¢	44¢	32.7272¢	35.9999¢	23.6363¢	25.9999¢	
All other times	30¢	33¢	27.2727¢	29.9999¢	22.7272¢	24.9999¢	20¢	22¢	16.3636¢	17.9999¢	11.8181¢	12.9999¢	
For customers with a 10 digit Telstra account number:	2¢	2.2¢	1.8181¢	1.99991¢	1.5151¢	1.66661¢	1.3333¢	1.4666¢	1.0909¢	1.1999¢	0.7878¢	0.8665¢	
Charges for calls to an Australian fixed or mobile number if you have selected the Per Second Saver Network Bonus Option – each second													
For customers with a 13 digit Telstra account number:	1.82¢	2¢	1.82¢	2¢	1.82¢	2¢	0.909¢	1¢	0.909¢	1¢	0.909¢	1¢	
Charges for calls to an Australian fixed or mobile number if you have selected the Per Second Saver Network Bonus Option – each second													
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	22.727¢	24.9999¢	22.727¢	24.9999¢	

Part B – Old consumer pricing plans was last changed on 04 June 2024

New Flexi-Plans – not available for new connections on and from 23 January 2002	lable for new nections on and			15		20		30		40		60	
New Flexi-Plans – not available for new connections on and from 23 January 2002		80	)	10	00		150		·	250	)	500	
		GST excl.	GST incl.	GST excl.	GST incl.	GST exc	:.	GST incl.	GST exc	cl.	GST incl.	GST excl.	GST incl.
Monthly network access cha	arge	\$72.73	\$80.00	\$90.91	\$100.00	\$136.	36	\$150.00	\$227	.27	\$250.00	\$454.54	\$499.99
Monthly Included Calls			\$80.00		\$100.00			\$150.00			\$250.00		\$500.01
Charges for calls to an Aust provided under your Mobile			number if you	have selected	I the Half-Price	e Off-Peak∣	Netwo	ork Bonus Op	otion (per	30 se	cond block or	part thereof) e	except as
7.00am – 8.00pm, Mo Sat:	on-	21.8181¢	23.9999¢	19.0909¢	20.9999¢	18.181	8¢	19.9999¢	17.272	27¢	18.9999¢	16.3636¢	17.9999¢
All other times		10.9090¢	11.9999¢	9.5454¢	10.4999¢	9.090	9¢	9.9999¢	8.636	63¢	9.4999¢	8.1818¢	8.9999¢
For customers with a 10 di Telstra account number:	git	0.7272¢	0.79992¢	0.6363¢	0.6999¢	0.606	0¢	0.6666¢	0.575	57¢	0.6332¢	0.5454¢	0.5999¢
Charges for calls to an Australian fixed or mobile number if you have selecte Per Second Saver Network Bonus Option -Each second	<												
For customers with a 13 di Telstra account number:	git	0.909¢	1¢	0.909¢	1¢	0.90	9¢	1¢	0.90	)9¢	1¢	0.909¢	1¢
Charges for calls to an Australian fixed or mobile number if you have selecte Per Second Saver Network Bonus Option -Each second	<												
Connection fee for calls Australian fixed or mot number		22.727¢	24.9999¢	22.727¢	24.9999¢	22.72	7¢	24.9999¢	22.72	27¢	24.9999¢	22.727¢	24.9999¢

Flexi-Plans – Not available for new connections on and from 18 July 2001 other than new connections under the Corporate Select program	1	0	1	5	20		30		35		35		30 35 55		35		5
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.					
Monthly network access charge	\$10.00	\$11.00	\$15.00	\$16.50	\$20.00	\$22.00	\$30.00	\$33.00	\$35.00	\$38.50	\$55.00	\$60.50					
Monthly Included Calls	\$2.00	\$2.20	\$10.00	\$11.00	\$10.00	\$11.00	\$25.00	\$27.50	\$10.00	\$11.00	\$30.00	\$33.00					
Peak Period charges – each second except as provided under the MobileNet to MobileNet EasyPlan Bonus Option	MobileNet"	Bonus Optic	on, 7.00am-8	.00pm, Mon-	Fri	EasyPlan "MobileNet to i Bonus Option, 7:00am-8:00pm,				7:00am-7:00pm, Mon-Sat							
For calls to an Australian fixed or mobile number	2¢	<b>2.2</b> ¢	2¢	<b>2.2</b> ¢	1.3333¢	1.4666¢	1.3333¢	1.4666¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢					
For calls to a Telstra mobile number	2¢	<b>2.2</b> ¢	2¢	<b>2.2</b> ¢	1.3333¢	1.4666¢	1.3333¢	1.4666¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢					
Off Peak Period Call Charges (All Other Times) for calls to an Australian fixed or mobile number – each second	1¢	1.1¢	1¢	1.1¢	0.66¢	0.726¢	0.66¢	0.726¢	0.33¢	0.363¢	0.3333¢	0.3666¢					
Charges for calls to a Telstra mobile number – each second except as provided under the MobileNet to MobileNet EasyPlan Bonus Option	1¢	1.1¢	1¢	1.1¢	0.66¢	0.726¢	0.66¢	0.726¢	0.33¢	0.363¢	0.3333¢	0.3666¢					
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	24.55¢	27¢	22.727¢	24.9999¢	22.727¢	24.9999¢					

Flexi-Plans – Not available for new connections on and from 18 July 2001 other than new connections under the Corporate Select program	7	5	1(	00	15	50	25	50	50	00
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly network access charge	\$75.00	\$82.50	\$100.00	\$110.00	\$150.00	\$165.00	\$250.00	\$275.00	\$500.00	\$550.00
Monthly Included Calls	\$60.00	\$66.00	\$90.00	\$99.00	\$150.00	\$165.00	\$300.00	\$330.00	\$600.00	\$660.00
Peak Period Call Charges 7:00am	-7:00pm, Mon-	Sat – each se	cond							
For calls to an Australian fixed or mobile number	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢
For calls to a Telstra mobile number	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢
		Off Peal	k Period Call	Charges (All (	Other Times)	– each secon	d			
For calls to an Australian fixed or mobile number	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢
For calls to a Telstra mobile number except as provided under the MobileNet to MobileNet EasyPlan Bonus Option	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.33¢	0.363¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢
Connection fee for calls to an Australian fixed or mobile number	22.727¢	24.9999¢	22.727¢	24.9999¢	22.727¢	24.9999¢	22.727¢	24.9999¢	22.727¢	24.9999¢

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

#### 61 \$30 phone plan (with subsidised handset)

#### Availability

61.1 The \$30 Phone Plan is not available for new connections from 31 May 2003.

#### **Bonus Options**

61.2 You may select one of the Mobile Bonus Options set out in <u>Part C – Special Promotions</u> of the Telstra Mobile section of Our Customer Terms or any other Mobile Bonus Options that we may offer from time to time.

#### Early termination charge

- 61.3 You must pay the applicable early termination charge if your mobile service is cancelled or if you take up a plan that is not approved. Mobile Plan 65 is an approved plan.
- 61.4 From 27 November 2002 to 31 May 2003 (unless we determine otherwise), if you purchase a Nokia 8310 handset under the \$30 phone plan you will be required to pay an early termination charge equal to \$24 multiplied by the number of months remaining of the 24 month contract term if:
  - (a) you or we cancel your mobile service; or
  - (b) you take up a non-approved mobile plan.

#### Charges

61.5 The charges for the \$30 phone plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

\$30 Phone Plan	GST excl.	GST incl.
Monthly Access Charge	\$27.2727	\$30.00
Monthly Included National, MessageBank. SMS and WAP calls	\$27.2727	\$30.00
Charges for calls to an Australian fixed or mobile number – at all times – per 30 seconds or part thereof	39.0909¢	43¢
Connection fee for calls to an Australian fixed or mobile number	22.7273¢	25¢

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

#### 62 \$5 plan (without subsidised handset)

#### Availability

62.1 The \$5 Plan is not available for new connections from 30 April 2003.

#### **Mobile Repayment Option**

62.2 If you are eligible for the \$5 plan, we will offer you credit of up to \$409 to contribute towards the purchase price of a handset under the terms and conditions of the Mobile Repayment Option set out in the <u>Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms</u>.

#### **Bonus Options**

62.3 You may select one of the Mobile Bonus Options as set out in <u>Part C - Special</u> <u>Promotions of the Telstra Mobile section of Our Customer Terms</u> or any other Bonus Option that we may offer from time to time.

#### Early termination charge

62.4 If you connected to the \$5 plan, you must pay the applicable early termination charge if your mobile service is cancelled or if you take up a non-approved Telstra Mobile plan.

#### Charges

62.5 The charges for the \$5 Plan are set out below.

\$5 Plan	GST excl.	GST incl.
Monthly Access Charge	\$4.5455	\$5.00
Monthly Included calls	Nil	Nil
Charges for calls to an Australian fixed or mobile number – at all times		
On connection	24.55¢	27¢
Per 30 seconds or part thereof	40.9091¢	45¢

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

#### 63 Telstra Pre-Paid Plus® offer

#### Not available to new customers from 5 September 2017

63.1 Existing Telstra Pre-Paid customers who continue to select the Telstra Pre-Paid Plus<sup>™</sup> offer and recharge their service by \$30 or more in a single transaction will receive the following benefits:

Benefits	\$30	\$40	\$50			
Data	1.5GB	3GB	4GB			
<b>Calls and Texts</b> to standard Australian numbers includes MessageBank® retrieval	Unlimited					
<b>Calls</b> to standard International numbers	From Plus Credit charged at standard rates	Unlimited to Selected Destinations				
<b>Plus Credit</b> For international calls and text, roaming and Premium SMS	\$5	\$10	\$15			
Roll over unused data to use within your next recharge. All to use in Australia within 28 days.						

where:

- (a) Call Credit excludes usage such as calls/text to international numbers, satellite numbers and premium numbers (eg 19xx numbers), operator assisted calls (eg. most 12xx numbers except 1258880, 1258887, 1258888, 125111), diverted calls, content downloads and subscriptions, and all use while overseas and any other calls/usage determined by us to be excluded;
- (b) Plus Credit excludes calls/text to Australian numbers, MessageBank® retrieval, pay-as-you-go data and content purchases such as Google Play;
- (c) Calls to standard international numbers:
  - (i) excludes:
    - (A) satellite and premium numbers and video calls; and
    - (B) for the avoidance of doubt, numbers with a prefix of +4484 or +4487; and

- (ii) includes calls to Canada, China, Hong Kong, India, Malaysia, New Zealand, Singapore, South Korea, UK and USA ("Selected Destinations");
- (d) content purchases from Google Play are excluded; and
- (e) all benefits expire after 28 days, except for unused data which will rollover where you recharge again on this offer before expiry. Unused data will only rollover once for use in that next 28 day period.
- 63.2 Recharges between \$30.01-\$59.99 will provide you with the benefits in **Error! R** eference source not found. relating to the closest recharge amount (rounding down).
- 63.3 Recharges >\$50 will receive the same benefits as the \$50 recharge, except for data which is as per below:

\$60	\$70	\$80	\$100	\$140	\$180	\$200
5GB	6GB	7GB	8GB	10GB	\$12GB	\$14GB

- 63.4 Recharges <\$30 will provide you with recharge credit equivalent to the recharge amount. Usage will be debited from your recharge credit at pay-as-you-go rates in accordance with the charges in 63.10
- 63.5 If you have recharge credit, you can use this to purchase the Data Plus Packs in clause 63.6 and International Browse Plus Packs while on this offer. All other packs are incompatible.
- 63.6 If you are on this offer and have sufficient recharge credit, you may purchase a Plus<sup>™</sup> Pack listed below for additional recharge credit and data to use in Australia within 7 days of the recharge redemption date:

Cost / Recharge Credit	Data
\$10	1GB
\$20	2.5GB

- 63.7 Your Plus<sup>TM</sup> Pack inclusions will be used before the inclusions in 49.1.
- 63.8 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.

### Part B – Old consumer pricing plans that are no longer available for new connections

- 63.9 When you change to an alternate Telstra Pre-Paid Offer:
  - your current Telstra Pre-Paid account balance and expiry period as at the date of (a) the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your benefits as at the date of the change will not be retained.
- 63.10 We will debit your Telstra Pre-Paid account for usage in accordance with the charges below. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply and be deducted from your Plus Credit unless otherwise specified. To the extent of any inconsistency, the charges set out in this clause will apply.

Type of Call	Charge (per min or part)
Voice calls to a standard Australian mobile or fixed number	\$0.89
Connection fee (Standard voice and video calls to an Australian mobile	\$0.39
or fixed number)	
SMS (Text messages to mobiles in Australia, per message sent, per recipient)	\$0.29. 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
National video calling (Standard calls to an Australian mobile or fixed number (charged per 60 second block))	\$1.10
Diversions (charged per 60 second block)	\$0.89 per min
MessageBank® retrieval	\$0.89 per min + \$0.39 connection fee
Calls to all 13, 1300, 1800 and 016 numbers	\$0.89 per min + \$0.39 connection fee
Pay As You Go (PAYG) Data Rate	Not applicable

63.11 Our FairPlay Policy applies.

#### **Telstra Pre-Paid Freedom Plus® offer** 64

#### Not available to new customers from 23 August 2016

- 64.1 Existing Telstra Pre-Paid customers who continue to select the Telstra Pre-Paid Freedom Plus<sup>™</sup> offer and recharge their service by \$30 or more in a single transaction will receive the following benefits:
  - a corresponding recharge credit for Pre-Paid services; (a)

- (b) unlimited calls to standard Telstra mobiles;
- (c) unlimited texts to standard Australian numbers;
- (d) a Call Credit to spend on national voice and video calls, to standard national fixed line and mobile numbers in Australia, Messagebank® retrieval, calls and text messages to 1300 numbers and data to be used within Australia ("Call Credit");
- (e) an International Credit to spend on calls, text, picture (MMS) to international fixed line and mobile numbers to be used from Australia, ("**International Credit**"); and
- (f) a data allowance to be used within Australia; and
- 64.2 You have twenty eight days from the date of recharge to use your Call Credit and data allowance. Any unused part of your Call Credit and data allowance will expire after this time, unless you recharge before the expiry. Where you recharge before the expiry, any unused Call Credit, International Credit or data allowance will then roll over and expiry at the end of the next 28 day period. Any unused Call Credit, International Credit or data allowance will only be rolled over once and will only be eligible for use within the next 28 day period.
- 64.3 The amount of your Call Credit and data allowance depends on the recharge amount. Customers who recharge on and from 1 September 2015:
  - (a) between \$30 and \$39.99 will receive \$700 of Call Credit, \$200 of International Credit and 1.5GB of data;
  - (b) between \$40 and \$49.99 will receive unlimited calls to standard Australian numbers, \$350 of International Credit and 3GB of data; or
  - (c) \$50 or more will receive unlimited calls to standard Australian numbers, \$550 of International Credit and 4GB of data;
- 64.4 The Call Credit excludes some calls and messages including calls to national fax lines, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and all use while roaming overseas and any other calls and usage determined by us to be excluded.
- 64.5 You cannot purchase or use Pics Plus Packs, Text Plus Packs or Talk Plus Packs while connected to this offer. You can purchase Freedom Plus<sup>™</sup> Top Up Packs and Freedom Plus<sup>™</sup> International Browse Plus Packs while connected to this offer.
- 64.6 You are eligible to purchase Freedom Plus<sup>™</sup> Top Up Packs which give you an additional recharge credit and data allowance to use in Australia within 28 days of the date of the recharge being redeemed.

- 64.7 Freedom Plus<sup>™</sup> Top Up Packs available from 1 September 2015 are:
  - (a) \$10 (which gives you 1GB of data and \$10 TopUp recharge credit); or
  - (b) \$20 (which gives you 2.5GB of data and \$20 TopUp recharge credit).
- 64.8 Your Freedom Plus<sup>TM</sup> Top Up Pack recharge credit will be used before your recharge credit and data allowance included with any recharge under clause 2.10.
- 64.9 Once your Freedom Plus<sup>TM</sup> Top Up Pack data allowance has been used or expired, you will no longer have a data allowance and must recharge for additional data usage.
- 64.10 The data allowance and Freedom Plus<sup>™</sup> Top Up Pack recharge credit excludes premium calls/SMS, content charges and all use while roaming overseas.
- 64.11 Your Freedom Plus<sup>™</sup> Top Up Pack recharge allowance and data allowance will be used before your Call Credit and International Credit. If you use your data allowance and Call Credit within the twenty eight day expiry period, the cost of any subsequent calls and usage (including excluded usage) will be deducted from your Telstra Pre-Paid account balance.
- 64.12 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 64.13 When you change to an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Call Credit or data allowance as at the date of the change will be retained (separate from any free credits you acquire under any other Telstra Pre-Paid Offers) but cannot be used with your new alternate Telstra Pre-Paid Offer. If you later choose to return to the Telstra Pre-Paid Freedom Plus<sup>™</sup> offer, any unused and unexpired part of your Freedom credit and data will again become available for use, for the remainder of the applicable original 28 day expiry period.
- 64.14 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Freedom credit and your data allowance. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply. To the extent of any inconsistency, the charges set out in this clause will apply.

# Part B – Old consumer pricing plans that are no longer available for new connections

NDD Voice -Standard calls to an Australian mobile or fixed number (charged per 60 second block)	\$0.89
Connection fee (Standard voice and video calls to an Australian mobile or fixed number)	\$0.39
SMS (Text messages to mobiles in Australia, per message sent, per recipient)	\$0.29. 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
National video calling (Standard calls to an Australian mobile or fixed number (charged per 60 second block))	\$1.10
Diversions (charged per 60 second block)	\$0.89 per minute
MessageBank® retrieval	\$0.89 per minute + \$0.39 connection fee
Calls to all 13, 1300, 1800 and 016 numbers	\$0.89 per minute + \$0.39 connection fee
Pay As You Go (PAYG) Data Rate	Not applicable to this offer

64.15 Our FairPlay Policy applies.

#### 65 Telstra Pre-Paid Freedom® offer

#### Not available to new customers from 1 September 2015

- 65.1 Existing Telstra Pre-Paid who continue to select the Telstra Pre-Paid Freedom® offer and recharge their service by \$30 or more in a single transaction, will receive the following benefits:
  - (a) a corresponding recharge credit for Pre-Paid services;
  - (b) a Freedom credit to spend on national voice and video calls, text, picture (MMS) and video messages to standard national fixed line and mobile numbers in Australia and international fixed line and mobile numbers, calls and text messages to 1300 and 1800 numbers and data to be used within Australia;
  - (c) a data allowance to be used within Australia; and
  - (d) a choice of one of the following bonuses:
    - the Anytime Bonus, which provides unlimited voice and video calls to standard Telstra mobiles while in Australia and unlimited text and picture messages (MMS) to standard national numbers on any mobile network while in Australia; or
    - (ii) the Nights Bonus, which provides unlimited voice and video calls to standard national numbers in Australia and unlimited text and picture messages (MMS) to standard national numbers in Australia from 6pm to 6am every night.

- 65.2 You have twenty eight days from the date of recharge to use your Freedom credit, data allowance and selected bonus option. Any unused part of your Freedom credit and data allowance will expire after this time.
- 65.3 The amount of your Freedom credit and data allowance depends on the recharge amount. Customers who recharge on and from 25 November 2014:
  - (a) between \$30 and \$39.99 will receive \$220 of Freedom credit and 1.3GB GB of data;
  - (b) between \$40 and \$49.99 will receive \$510 of Freedom credit and 2GB of data; or
  - (c) \$50 or more will receive \$950 of Freedom credit and 2.5GB of data;
- 65.4 The Freedom credit, the Anytime Bonus and the Night Bonus excludes some calls and messages including calls to national fax lines, calls and texts to satellite services, premium services, content downloads and subscriptions, calls to 1223, 12456 and 1234, Credit Me2U, Plus Packs, MessageBank® retrieval calls, diverted calls, calls to 125xxx numbers (except 1258880, 1258887, 1258888 and 125111), calls, messages and all use while roaming overseas and any other calls and usage determined by us to be excluded.
- 65.5 You cannot purchase or use Browse Plus Packs, Pics Plus Packs, Text Plus Packs or Talk Plus Packs while connected to this offer.
- 65.6 You are eligible to purchase Data Top Up Recharges which give you an additional data allowance to use in Australia within 14 days of the date of the recharge being redeemed.
- 65.7 Data Top Up Recharges available from 9 October 2014 are:
  - (a) \$5 (which gives you 250MB of data); or
  - (b) \$15 (which gives you 1GB of data).
- 65.8 Your Data Top Up Recharge allowance will be used before your data allowanceincluded with your recharge.
- 65.9 Once your Data Top Up Recharge allowance and data allowance has been used or expired, you will be charged \$2 per MB (charged per KB), which will be debited from your Freedom credit.
- 65.10 The data allowance and Data Top Up Recharge allowance excludes content charges and all use while roaming overseas.
- 65.11 Your Data Top Up Recharge allowance and data allowance will be used before your Freedom credit. If you use your data allowance and Freedom credit within the twenty eight day expiry period, the cost of any subsequent calls and usage (including excluded usage) will be deducted from your Telstra Pre-Paid account balance.

# Part B – Old consumer pricing plans that are no longer available for new connections

- 65.12 Your Telstra Pre-Paid account balance must not exceed \$4,999 on this offer at any time. If your Telstra Pre-Paid account balance does reach \$4,999 any subsequent recharge attempt will fail.
- 65.13 When you change to an alternate Telstra Pre-Paid Offer:
  - (a) your current Telstra Pre-Paid account balance and expiry period as at the date of the change will be retained and can be used under an alternate Telstra Pre-Paid Offer; and
  - (b) any unused part of your Freedom credit or data allowance as at the date of the change will be retained (separate from any free credits you acquire under any other Telstra Pre-Paid Offers) but cannot be used with your new alternate Telstra Pre-Paid Offer unless it is the Telstra Pre-Paid Freedom Plus<sup>™</sup> offer. Once you switch from the Telstra Pre-Paid Freedom® offer and select another offer, you will not be able to switch back to the Telstra Pre-Paid Freedom® offer and any unused and unexpired part of your Freedom credit and data will again become unavailable for use at the beginning of the next 28 day expiry period.
- 65.14 We will debit your Telstra Pre-Paid account in accordance with the charges set out below when you use your service. We will also charge you the charges set out below for your Freedom credit and your data allowance. For any call, message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply. To the extent of any inconsistency, the charges set out in this clause will apply.

NDD Voice -Standard calls to an Australian mobile or fixed number (charged per 60 second block)	\$0.89
Connection fee (Standard voice and video calls to an Australian mobile or fixed number)	\$0.39
SMS (Text messages to mobiles in Australia, per message sent, per recipient)	\$0.29. 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
National video calling (Standard calls to an Australian mobile or fixed number (charged per 60 second block))	\$1.10
Diversions (charged per 60 second block)	\$0.89 per minute
MessageBank® retrieval	\$0.89 per minute + \$0.39 connection fee
Calls to all 13, 1300, 1800 and 016 numbers	\$0.89 per minute + \$0.39 connection fee
Pay As You Go (PAYG) Data Rate	\$2 per MB (charged per KB)

65.15 Our FairPlay Policy applies.

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 66 Boost ULTRA<sup>™</sup> or UNTLD Offers

For activations on the Boost Pre-Paid ULTRA™ or UNLTD Offer before 12 July 2016

- 66.1 If you activate a Boost-branded Starter Kit or Handset Pack, you can choose the Boost Pre-Paid ULTRA<sup>TM</sup> or UNLTD offer (described in more detail below) and not any other offer. You cannot change to any non-Boost offer without obtaining a new Telstra SIM Starter Kit.
- 66.2 If you activate a \$2 Boost-branded Starter Kit or any Boost-branded Handset Pack you will not be able to obtain any benefits on your offer until you recharge your account by an amount large enough to attract a benefit.
- 66.3 Customers who purchase a Boost-branded SIM card either as part of a handset pack or Boost Starter Kit and select the Boost Pre-Paid ULTRA<sup>TM</sup> will be entitled on every recharge of \$20 or more:
  - (i) 100 minutes of voice calls, unlimited SMS and MMS to standard national numbers, unlimited Messagebank retrieval and unlimited calls to 1300 and 1800 numbers (see 47.5 for further details of inclusions and exclusions)
  - (b) an amount of Mobile Internet Data allowance to use in Australia
  - (c) credit expiry periods dependent on the recharge amount as set out in clause 3.3.
- 66.4 Customers who purchase a Boost-branded SIM card either as part of a handset pack or UNLTD Offer will be entitled on every recharge of \$10 or more to:
  - (a) Unlimited voice calls, SMS and MMS to standard national numbers, unlimited Messagebank retrieval and unlimited calls to 1300 and 1800 numbers (see 3.2 for further details of inclusions and exclusions)
  - (b) an amount of Mobile Internet Data allowance to use in Australia
  - (c) credit expiry periods dependent on the recharge amount as set out in clause 3.3.
- 66.5 The unlimited allowances listed in clause 3.1 exclude talk/text to international, satellite or premium numbers (eg. 19xx numbers), operator assisted calls (most 12xx numbers), diverted calls, content charges and all use overseas, as well as any other calls and usage determined by us to be excluded.
- 66.6 The benefits listed in clause 3.1 will expire on the earlier of the customer's next recharge, or the expiry period listed below. Customers who recharge:
  - (a) \$10 will receive a 5 day expiry period;

## Part B – Old consumer pricing plans that are no longer available for new connections

- (b) \$20 will receive a 15 day expiry period;
- (c) \$40 will receive a 30 day expiry period.
- 66.7 Customers on the Boost Pre-Paid ULTRA<sup>™</sup> or UNLTD Offer who recharge \$10 or more in a single transaction will receive an amount of Mobile Internet Data allowance to use in Australia. Customers who recharge:
  - (a) \$10 will receive up to 500 MB;
  - (b) \$20 will receive up to 1GB;
  - (c) \$40 will receive up to 3GB (if they recharge after 31 March 2015);
- 66.8 Customers who recharge an amount other than \$20 and \$40 will receive an equivalent value of Add-On Credit and will not receive the benefits of the ULTRA<sup>™</sup> or UNLTD Offer.
- 66.9 Mobile Internet Data on the Boost Pre-Paid ULTRA<sup>TM</sup> or UNLTD Offer is charged in per MB increments and will be rounded up to the nearest MB at the end of each data session.
- 66.10 Customers on the Boost Pre-Paid ULTRA<sup>TM</sup> or UNLTD offer will be able to access 2G and 3G services on the Telstra Mobile Network but will not have access to 4G (LTE) services.
- 66.11 Customers on the Boost Pre-Paid ULTRA<sup>TM</sup> or UNLTD offer may also purchase an Add-On Recharge in order to access an equivalent value of credit which can be spent on the services excluded from the offer and listed in clause 3.2.
- 66.12 Add-On Recharges in the following denominations will also come with bonus data to use in Australia before the expiry date listed in 20.10. Customers who recharge:
  - (a) between \$5 and \$9.99 will receive 250MB of data (no longer available for purchase from 31 March 2015);
  - (b) between \$10 and \$14.99 will receive 500MB of data ;
  - (c) between \$14.99 and \$24.99 will receive 1GB of data (no longer available for purchase from 31 March 2015);
  - (d) \$25 and above will receive 1.5GB of data (no longer available for purchase from 31 March 2015).

Bonus data purchased with Add-On recharges will be used after the data included with the customers' recharge under c20.4. Once all included data has been used up, customers can continue to use data which will be debited from their Add-On Credit at a rate of \$2/MB.

- 66.13 The Add-On Credit will expire after the expiry period listed below. Customers who recharge:
  - (a) between \$5 and \$9.99 will receive a 5 day expiry period (no longer available for purchase from 31 March 2015);
  - (b) between \$10 and \$14.99 will receive a 30 day expiry period;
  - (c) between \$14.99 and \$24.99 will receive a 10 day expiry period (not available for purchase from 31 March 2015);
  - (d) \$25 and above will receive a 15 day expiry period (not available for purchase from 31 March 2015).
- 66.14 Add-On Credit will be debited in accordance with the charges set out below. For any call, message or usage types not specifically set out below, charges set out in Part B Pricing Plans Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply when you use your service. To the extent of any inconsistency, the charges set out in this clause will apply.

\$0.89 per minute plus \$0.39				
connection fee				
As per clause 3.39 in Part B – Pricing Plans – Pre Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms Plus a \$0.39 connection fee				
\$0.35				
MMS Picture and Audio- \$0.75 MMS Video- \$0.75				

- 66.15 Your Add-On Credit balance must not exceed \$50 at any time. If your Add-On Credit balance does reach \$50 any subsequent recharge attempt will fail.
- 66.16 The following services are not available to customers on the Boost Pre-Paid ULTRA<sup>™</sup> or UNLTD Offer:
  - a) CreditMe2U
  - b) Text Plus Packs
  - c) Pics Plus Packs

## Part B – Old consumer pricing plans that are no longer available for new connections

- d) BlackBerry Individual Solution
- e) Browse Plus Packs
- f) Talk Plus Packs
- g) 1234, Call Connect and other services provided by Sensis.
- 66.17 The terms of Part B Pricing Plans Pre-Paid Pricing Plans apply to customers on the Boost UNLTD offer as if "Telstra Pre-Paid" read "Boost", except that:
  - (a) References to 1258880 should be read as 125 8881 for these customers
  - (b) References to #100# should be read as #111# for these customers
  - (c) Clauses 3.11 3.17 do not apply
- 66.18 Customers on the Boost Pre-Paid ULTRA<sup>™</sup> or UNLTD offer can recharge by purchasing and activating Boost-branded recharge cards or vouchers from selected outlets and ATM, by using #111# on their handset or using any other eligible method listed in their Welcome Guide. Boost customers cannot use Boost-branded recharge cards or vouchers dating from before 1 March 2013 or Telstra branded recharge cards or vouchers to recharge their service.
- 66.19 Our Fair Play Policy applies.

#### 67 Telstra Pre-Paid Mobile Broadband

#### For activations on the Telstra Pre-Paid Mobile Broadband Data Pass II before 17 May 2017

67.1 We will debit your Telstra Pre-Paid Mobile Broadband service in accordance with the charges set out below. For any message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply.

For activations on and transfers to the Data Pass II offer from 25 October 2016 until 17 May 2017							
Recharge amount	\$20	\$30	\$30 (with scheduled recharge)	\$60	\$90	\$150	
Included data	3GB	3GB	6GB	6GB	10GB	20GB	

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

(charged per KB)						
Expiry	7 days	30 days	monthly	90 days	185 days	365 days
			ALL TO USE IN	AUSTRALIA		

To take the benefit of the Scheduled Recharge offer, a saved payment method via My Account, 24x7, or by visiting m.telstra.com is required.

- 67.2 Due to systems constraints, any data usage charges may take up to 48 hours to reach your Telstra Pre-Paid Mobile Broadband.
- 67.3 If you recharge your service before your expiry date, your new expiry date for your recharge credit (and unused data for services that were activated or transferred on and from 12 May 2015) will be the later of either:
  - (a) the expiry date for your existing recharge credit balance (before your recharged); or
  - (b) the expiry date for your new recharge credit balance amount.
- 67.4 Different expiry rules apply for transfers using the Credit Me2U feature. Please see clauses 4.29 to 4.40 (inclusive) for details.

#### **International Roaming charges**

67.5 International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile Broadband service however the Data Pass II offer offer excludes all usage overseas.

#### **Network unlocking**

67.6 Devices provided by Telstra for the Telstra Pre-Paid Mobile Broadband service may be programmed to operate only on the Telstra Mobile Network. You will need to pay an unlocking fee to use the device on other networks.

## Part B – Old consumer pricing plans that are no longer available for new connections

### For activations on the Telstra Pre-Paid Mobile Broadband Data Pass before 25 October 2016

- 67.7 The Telstra Pre-Paid Mobile Broadband service is a Pre-Paid Telstra Mobile Network service.
- 67.8 We provide the following features as part of the Telstra Pre-Paid Mobile Broadband service if your device supports the following features or when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device:
  - (a) data service
  - (b) short message service (SMS);
  - (c) premium SMS services;
  - (d) Multimedia Messaging Service (MMS); and
  - (e) calls to 000 Emergency services
- 67.9 Unless notified by us, all other features/services are excluded e.g. calls to premium numbers (eg 19xx numbers), email address, web storage and unmetered access to BigPond websites etc.

#### **Registering your service**

- 67.10 When you register your Telstra Pre-Paid Mobile Broadband service, you must select the Telstra Pre-Paid Mobile Broadband service and provide us with:
  - (a) your name;
  - (b) address;
  - (c) details of your intended use of the service;
  - (d) a valid email address; and
  - (e) any other information and identification reasonably requested by us.
- 67.11 You must tell us of any change to your name, address or email address within 14 days of such change by contacting our Customer Service on 125 8880 (call charges apply). We may request further identification or information from you after you have registered, provided that our request is reasonable. If you are under 18 years of age, you must have the consent of your parent or a responsible adult to register and use the Telstra Pre-Paid Mobile Broadband service.

## Part B – Old consumer pricing plans that are no longer available for new connections

67.12 We will activate your Telstra Pre-Paid Mobile Broadband service once you have registered it.

#### Included credit

67.13 If you buy a Telstra Pre-Paid Mobile Broadband starter pack, any included credit or start up data allowance will be available after registration of your Telstra Pre-Paid Mobile Broadband service. Your included credit/data cannot be redeemed for cash.

#### Period for using the service

- 67.14 Your Telstra Pre-Paid Mobile Broadband starter pack specifies the network access period during which you can use the service features, once registered. The date on which the network access period ends is the credit expiry date.
- 67.15 You can find out your credit expiry date for your Telstra Pre-Paid Mobile Broadband service at any time by using the My Account in the Connection Manager or via http://myprepaid.telstra.com/mbb.
- 67.16 Your Telstra Pre-Paid Mobile Broadband service enters a recharge only period after the credit expiry date.

#### Recharging to increase your account balance

- 67.17 You can increase the balance of your Telstra Pre-Paid Mobile Broadband service at any time before the end of your credit expiry date or the recharge only period by:
  - (a) purchasing and activating additional Telstra Pre-Paid recharge cards or vouchers from selected outlets; or
  - (b) recharging by credit/debit card; or
  - (c) arranging for an amount of credit to be transferred to your Telstra Pre-Paid service from another Telstra Pre-Paid service or Telstra Post-Paid mobile service using the Credit Me2U® feature; or
  - (d) recharging with funds from a nominated financial account by direct debit or by charging a credit card using the Telstra Direct Debit Service. Please see your Getting Started Guide in your starter pack more information about the service; or
  - (e) making a payment via BPay; or
  - (f) making a payment via PayPal. Please go to <u>www.telstra.com/ppmbb</u> for more information about the service, including terms and conditions of use and how to register.

Refer to your Telstra Pre-Paid Mobile Broadband Pricing Brochure and Getting Started Guide for more information on where you can purchase a recharge card or voucher and how to activate a recharge card or voucher.

# Part B – Old consumer pricing plans that are no longer available for new connections

- 67.18 You can activate a Telstra Pre-Paid recharge card or voucher for your Telstra Pre-Paid Mobile Broadband service by using My Account in the Connection Manager on compatible devices or via m.telstra.commbb from your or by downloading the Telstra 24x7® App for your compatible device, tablet or iPad. You must activate a Telstra Pre-Paid recharge card and voucher by the expiry date printed on them.
- 67.19 Each Telstra Pre-Paid recharge card and voucher is fully transferable and non refundable.
- 67.20 Your recharge credit for your Telstra Pre-Paid Mobile Broadband service (as well as your unused data for services activated or transferred on and from 12 May 2015) will roll over when you recharge before your credit expiry date but your recharge credit account balance must not exceed \$4,999 at any time.

#### Your credit if your service is cancelled

67.21 If you cancel your Telstra Pre-Paid Mobile Broadband service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused credit in your account will remain with us.

#### When your account credit expires

- 67.22 If your account balance is or becomes insufficient to cover use of a particular feature or one of our services, we will not provide the Telstra Pre-Paid Mobile Broadband service to you and will terminate any session, feature or service in progress, except for:
  - (a) calls made to 000 Emergency services when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
  - (b) access to My Account either via the Connection Manager on compatible devices orm.telstra.com.

#### **Recharge only period**

- 67.23 The length of your recharge only period is 6 months.
- 67.24 When your Telstra Pre-Paid Mobile Broadband service is in recharge only period, you cannot use any other features or our services, except:
  - (a) to make calls to 000 Emergency services when the SIM card provided with your Telstra Pre-Paid Mobile Broadband service is used with a compatible device; and
  - (b) access to My Account either via the Connection Manager or http://myprepaid.telstra.com/mbb.
- 67.25 If you do not recharge your Telstra Pre-Paid Mobile Broadband service during your recharge only period, your service will be disconnected and your number will be

## Part B – Old consumer pricing plans that are no longer available for new connections

reallocated to another customer. We will send an SMS to compatible devices before your recharge only period ends.

#### Charges

67.26 We will debit your Telstra Pre-Paid Mobile Broadband service in accordance with the charges set out below. For any message or usage types not specifically set out below, charges set out in Part B - Pricing Plans - Pre-Paid Pricing Plans of the Telstra Mobile section of Our Customer Terms will apply.

For activ	vations and tra	nsfers on and	from 1 July 20	14 until 12 Ma	y 2015	
Recharge amount	\$15	\$30	\$50	\$100	\$200	
Recharge credit	\$15	\$30	\$50	\$100	\$200	
Included data (charged per KB)	1GB	2GB	4GB	10GB	12GB	
Expiry	10 days	30 days	60 days	90 days	365 days	
Data rate per MB	Once you have used your included data, you will be charged the PAYG rate of \$2/MB (charged per KB)					
ALL TO USE IN AUSTRALIA						

For activations and transfers on and from 12 May 2015						
Recharge amount	\$10	\$20	\$30	\$50	\$140	
Recharge credit	\$10	\$20	\$30	\$50	\$140	
Included data (charged per KB)	1GB	2GB	3GB	5GB	16GB	

Expiry	3 days	7 days	30 days	365 days	730 days		
Roll over your unused data and recharge credit when you recharge before your expiry date							
Data rate per MB	per Once you have used your included data, you will be charged the PAYG rate of \$2/MB (charged per KB)						
ALL TO USE IN AUSTRALIA							

Text messages (SMS) per message sent to each recipient in Australia	Standard charges for text messages (SMS) in Australia 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. To see these charges – home and family customers <u>click here</u> ; business and government customers <u>click here</u> .
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- 67.27 Due to systems constraints, any SMS and data usage charges may take up to 48 hours to reach your Telstra Pre-Paid Mobile Broadband.
- 67.28 You have a set period of time from your successful recharge to use the recharge credit and included data as set out in the tables above. Unused recharge credit and included data after this time will expire. If you recharge your service before your expiry date, your new expiry date for your recharge credit (and unused data for services that were activated or transferred on and from 12 May 2015) will be the later of either:
  - (a) the expiry date for your existing recharge credit balance (before your recharged); or
  - (b) the expiry date for your new recharge credit balance amount.

## Part B – Old consumer pricing plans that are no longer available for new connections

67.29 Different expiry rules apply for transfers using the Credit Me2U feature. Please see clauses 4.29 to 4.40 (inclusive) for details.

#### **International Roaming charges**

- 67.30 International Roaming capability is automatically provisioned on your Telstra Pre-Paid Mobile Broadband service.
- 67.31 Using your Telstra Pre-Paid Mobile Broadband service overseas is simple and charges are set out in the <u>International Roaming</u> section of Our Customer Terms. For details on countries and charging for using your Telstra Pre-Paid Mobile Broadband service, please visit <u>http://www.telstra.com.au/mobile/networks/internat\_roaming.cfm</u>
- 67.32 Where applicable, clauses 4.26-4.50 of the Telstra Mobile, Part B Pricing Plans, Pre-Paid Pricing Plans apply.

#### 68 Corporate Staff Offer

#### Availability

68.1 The Telstra Mobility Plan offer is not available for new connections on and from 1 November 2004.

#### Eligibility

- 68.2 To be eligible for the Corporate Staff offer, you must satisfy us that you are employed under a contract of service by a company which has:
  - (a) entered into a current Corporate Rate Agreement or Corporate Select Agreement us; and
  - (b) agreed with us that its employees will be offered the Corporate Staff Plan.
- 68.3 There is a limit of three Corporate Staff Plan services per customer (except in South Australia).

#### Corporate Staff member plans (with a fixed contract term)

68.4 As a Corporate Staff member customer you must pay us your chosen monthly spend each month for your contract term. You must also pay for any additional call charges and for other services you use.

#### **Bonus Options**

68.5 You will receive a choice of one Network Bonus Option and one Mobile Bonus Option. These are described in more detail in <u>Part C – Special Promotions</u> of the Telstra Mobile

## Part B – Old consumer pricing plans that are no longer available for new connections

section of Our Customer Terms. You may apply for a Mobile Repayment Option set out in <u>Part C – Special Promotions</u> of the Telstra Mobile section of Our Customer Terms.

#### Changing your monthly spend

- 68.6 We may allow you to change your monthly spend at any time. If you do so, your call rates, included calls and monthly spend will be adjusted on a pro-rata basis to reflect your new monthly spend. You will need to restart your contract term, if your new monthly spend is lower than your original monthly spend or you wish to receive the monthly bonus associated with your new monthly spend (if any). Your new monthly spend will be treated as your original monthly spend for your new contract term.
- 68.7 You may reduce your monthly spend by one level once in any 12-month period without charge. For any other reduction, we may charge you a fee of \$50 (incl. GST).

#### **Cancelling your plan**

68.8 We may charge you a fee of \$150 (incl. GST) if during your contract term you cancel your Corporate Staff member plan or move to a pre-paid plan or an offer that is not approved. The approved offers are the more4business Member offer and any other offers which Telstra may determine from time to time. This means that you can move to the approved plans without being charged the fee.

#### When your contract ends

- 68.9 If you do not enter into a new Corporate Staff Member plan when your contract ends, your service will roll onto a Corporate Staff casual plan with the same monthly spend.
- 68.10 You can only enter into a new Corporate Staff member plan if you satisfy us that you continue to fulfil the eligibility requirements set out above.

#### Corporate Staff Casual Plan (without a fixed contract term)

- 68.11 Under the Corporate Staff casual plan, you must pay us your chosen monthly spend. You must also pay for any additional call charges and for any other services you use.
- 68.12 On a Corporate Staff casual plan, you can choose one Network Bonus Option as set out in <u>Part C- Special promotions of the Telstra Mobile section of Our Customer Terms</u>, but will not be eligible to receive Mobile Bonus Options or a Monthly Bonus. You can also change your monthly spend or terminate your plan at any time by telling us. You may apply for a Mobile Repayment Option set out in <u>Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms</u>.

#### Sliding scale call rate for voice calls - member and casual

68.13 Corporate Staff plans have voice call rates which automatically reduce in a month after your monthly voice call spend reaches the next highest Corporate Staff Plan monthly spend in a month. This applies only to voice calls that start after the higher monthly

# Part B – Old consumer pricing plans that are no longer available for new connections

spend is reached. Calls that start before a particular monthly spend has been reached will not be re-rated after the spend level is reached.

68.14 At the end of each month, your voice call rates will go back to those applicable under your chosen Corporate Staff Plan monthly spend.

### **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges – member

68.15 The charges are set out below. Any unused included calls are forfeited at the end of each month. The monthly included calls excludes some call types including GPRS and international roaming and directory assistance calls to 1223.

Corporate Staff Member Plans	10		20		40		60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.36	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS and circuit switched WAP calls		\$15.00		\$30.00		\$55.00		\$80.00
Call Charges – at all times Per 30 second block or part thereof	45.4545¢	50¢	3.63636¢	40¢	32.7272¢	36¢	23.6363¢	26¢
Monthly Bonus	\$0	\$0	\$4.5454	\$5.00	\$6.8181	\$7.50	\$9.0909	\$10.00
Call charges if you choose the Off Peak Saver Network Bonus Option (7pm-7am, Mon- Sat, all day Sun) Per 30 second block or part thereof	22.7272¢	25¢	18.1818¢	20¢	16.3636¢	18¢	11.8181¢	13¢
Call charges if you choose the Per Second Saver Network Bonus Option – each second	1.5151¢	1.6666¢	1.2120¢	1.3333¢	1.0909¢	1.2¢	0.7878¢	0.8666¢
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢

### **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges – casual

68.16 The charges are set out below. Any unused included calls are forfeited at the end of each month. The monthly included calls excludes some call types including GPRS and international roaming and directory assistance calls to 1223.

Corporate Staff Casual Plans	10		20		40		60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Minimum Monthly Spend	\$9.0909	\$10.00	\$18.1818	\$20.00	\$36.3636	\$40.00	\$54.5454	\$60.00
Monthly included national, MessageBank, SMS and circuit switched WAP calls		\$15.00		\$30.00		\$55.00		\$80.00
Call Charges – at all times Per 30 second block or part thereof	45.4545¢	50¢	0.363636¢	40¢	32.7272¢	36¢	23.6363¢	26¢
Call charges if you choose the Off Peak Saver Network Bonus Option (7pm-7am, Mon- Sat, all day Sun) Each second	22.7272¢	25¢	18.1818¢	20¢	16.3636¢	18¢	11.8181¢	13¢
Call charges if you choose the Per Second Saver Network Bonus Option – each second	1.5151¢	1.6666¢	1.2120¢	1.3333¢	1.0909¢	1.2¢	0.7878¢	0.8666¢
For all Customers connected to this Corporate Staff Casual Plan								
Connection fee for calls to an Australian fixed or mobile number	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢	22.7272¢	25¢

Part B – Old consumer pricing plans that are no longer available for new connections

### 69 Old Corporate Staff Plan

#### Availability

69.1 The Old Corporate Staff Plan is not available for new connections on and from 31 December 2002.

#### Charges

69.2 The charges for Old Corporate Staff Plan are set out below.

Old Corporate Staff Plan	GST excl.	GST incl.
Network Access Charge	\$5.00	\$5.50
Calls to an Australian fixed or mobile number		
Peak Period call charges (7.00am – 7.00pm Mon- Sat) – each second (except as provided under your EasyPlan Bonus option as set out in <u>Part C - Special</u> <u>Promotions of the Telstra Mobile section of Our</u> <u>Customer Terms</u> )	0.6666¢	0.7333¢
Off Peak Period Call Charges (All Other Times) – each second	0.3333¢	0.3666¢
On connection	18.18¢	20¢

### 70 Telstra Spring Sale Mobile Plan 25 and 45

#### Availability

70.1 Telstra Spring Sale Mobile Plan 25 and 45 are not available for new connections from 3 November 2002.

#### **Bonus Options**

- 70.2 The EasyPlan "FreeChat" Bonus Option will apply to your service as set out in <u>Part C -</u> <u>Special Promotions of the Telstra Mobile section of Our Customer Terms</u>.
- 70.3 You are also eligible to receive "Free24/7". If you select "Free24/7", you will receive the first three minutes of calls to one nominated fixed line or Telstra mobile phone in Australia free of charge, after which standard Mobile Plan 25 charges apply. Our FairPlay Policy (set out in Part A General of the Telstra Mobile section of Our Customer Terms) applies to "Free24/7". Free24/7 is available until it is withdrawn by us with prior notice to you. The fees for "Free24/7" are set out in <u>Part C Special Promotions of the Telstra Mobile section</u> of Our Customer Terms.

- 70.4 If you select "Free24/7", the Free24/7 charges will apply to calls made to your selected Hotline number between 9:00pm and 5:00am.
- 70.5 Premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk and GPRS ) are excluded from FreeChat and Free24/7.

#### Approved Plans

- 70.6 If you connected to Mobile Plan 25 between 16 October 2002 and 3 November 2002, you may change to one of the following approved pricing plans: Mobile Plan 45, Mobile Plan 65, New Flexi-Plan 40, 60, 80, 100, 150, 250 or 500.
- 70.7 If you connected to Mobile Plan 45 between 16 October 2002 and 3 November 2002, you may change to one of the following approved pricing plans: Mobile Plan 65, New Flexi-Plan 100, 150, 250 or 500.

#### Early termination charges

- 70.8 If you connected to Mobile Plan 25 or Mobile Plan 45 between 16 October 2002 and 3 November 2002, you must pay us an additional amount in certain circumstances.
- 70.9 If your mobile service is cancelled or if you take up another Telstra mobile offer, you must pay us 50% of your monthly network access charge multiplied by the number of months remaining on your contract term. This amount is payable as a single lump sum.
- 70.10 If you change your mobile service to a non-approved pricing plan, you must pay us 33% of your monthly network access charge multiplied by the number of months remaining on your contract term. This amount is payable in equal payments for the remainder of the original contract term or, at our discretion, for the duration of the non-approved pricing plan

#### Charges

70.11 The charges for Mobile Plan 25 and 45 are set out below. Included calls do not include some call types including directory assistance calls to 1223.

	Spring Sale Plan 25		Spring Sa	le Plan 45
	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$22.73	\$25.00	\$40.91	\$45.00
Monthly Included calls	\$22.73	\$25.00	\$45.45	\$50.00

## Our Customer Terms

## Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

	Spring Sale Plan 25		Spring Sale Plan 25		Spring Sa	le Plan 45
	GST excl.	GST incl.	GST excl.	GST incl.		
Charges for calls to an Australian fixed or mobile number – at all times						
On connection	22.73¢	25¢	22.73¢	25¢		
Each second	1.16¢	1.28¢	1.16¢	1.28¢		

### 71 Mobile Plan 25, 45 and 65

#### Availability

71.1 Mobile Plan 25 and 45 are not available for new connections from 30 June 2003. Mobile Plan 65 is not available for new connections from 23 January 2002.

#### **Bonus Options**

- 71.2 The "FreeChat" EasyPlan Bonus Option applies to your service as set out in <u>Part C -</u> <u>Special Promotions of the Telstra Mobile section of Our Customer Terms</u>. You cannot select the EasyPlan "MobileNet to MobileNet" or "FlatChat" Bonus Options.
- 71.3 You are also eligible to receive "Free24/7 Hotline". If you select "Free24/7 Hotline" you will receive the first three minutes of calls to one nominated fixed line or Telstra mobile phone in Australia free of charge, after which standard Mobile Plan 25 charges apply. Our FairPlay policy (set out in Part A General of the Telstra Mobile section of Our Customer Terms) applies to "Free24/7 Hotline". "Free24/7 Hotline" is available until it is withdrawn by us with prior notice to you unless withdrawn earlier. The fees for "Free24/7 Hotline" are set out in <u>Part C Special Promotions of the Telstra Mobile section</u> of Our Customer Terms.
- 71.4 If you select "Free24/7 Hotline", the Free24/7 call rates will prevail over the EasyPlan "FreeChat" rates for calls made to your selected Hotline number between 9:00pm and 5:00am.
- 71.5 Premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk and GPRS ) are excluded from FreeChat and Free24/7 Hotline.

## Part B – Old consumer pricing plans that are no longer available for new connections

#### **Approved Plans**

- 71.6 If you connected to Mobile Plan 45 between 14 June 2002 and 30 June 2002, you may change to one of the following approved pricing plans: Mobile Plan 65, New Flexi-Plan 100, New Flexi-Plan 150, New Flexi-Plan 250 or New Flexi-Plan 500.
- 71.7 If you connected to Mobile Plan 25 between 14 June 2002 and 30 June 2002, you may change to one of the following approved pricing plans: Mobile Plan 45, Mobile Plan 65, New Flexi-Plan 40, New Flexi-Plan 60, New Flexi-Plan 80, New Flexi-Plan 100, New Flexi-Plan 150, New Flexi-Plan 250 or New Flexi-Plan 500.

#### Early termination charge

- 71.8 If you connected to Mobile Plan 25 or Mobile Plan 45 between 14 June 2002 and 30 June 2002, you must pay us an additional amount if your mobile service is cancelled or if you take up another Telstra mobile offer. The additional amount is 50% of the monthly network access charge for Mobile Plan 25 multiplied by the number of months remaining on your contract term. This amount is payable as a single lump sum.
- 71.9 If you change your mobile service to a non-approved pricing plan, you must pay us 33% of the monthly network access charge multiplied by the number of months remaining on your contract term. This amount is payable in equal payments for the remainder of the original contract term or, at our discretion, for the duration of the non-approved pricing plan.

#### Charges

71.10 The charges for Mobile Plan 25, 45 and 65 are set out below. Under Mobile Plan 65, the charges for calls to an Australian fixed or mobile number are charged on a per second basis. Included calls do not include some call types including directory assistance calls to 1223.

	Mobile Plan 25		Mobile Plan 45		Mobile	Plan 65
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$22.73	\$25.00	\$40.91	\$45.00	\$55.09	\$65.00
Monthly Included calls	\$22.73	\$25.00	\$45.45	\$50.00	\$72.73	\$80.00
Charges for Calls to an Australian fixed or mobile number – These call charges apply at all times	1.16¢ per second	1.28¢ per second	1.16¢ per second	1.28¢ per second	70c per minute	77c per minute
Connection fee for calls to an Australian fixed or mobile number	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢

## **Our Customer Terms**

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 72 Telstra Direct Flat Rate 50 Offer

#### Availability

72.1 The Telstra Direct Flat Rate 50 Offer is not available for new connections from 23 January 2002.

#### Contract Term

72.2 The handset contract term is 24 months.

#### **Approved Plans**

- 72.3 The Approved Flexi-Plans under this offer are Flat Rate Flexi-Plan 50, Flexi-Plans 100, 150, 250 and 500, New Flexi-Plan 100, New Flexi-Plan 150, New Flexi-Plan 250 or New Flexi-Plan 500, all Group Plans and any other Flexi-Plans nominated by us from time to time.
- 72.4 After the handset contract term has expired, you may only move to New Flexi-Plan 100, New Flexi-Plan 150, New Flexi-Plan 250 or New Flexi-Plan 500, after which time you will not be permitted to return to the following Approved Flexi-Plan pricing options.

#### Early termination charge

72.5 An additional amount is payable by you in the circumstances set out below.

Event	Percentage of the monthly network access charge (GST incl.) multiplied by the number of months or part thereof, remaining on the contract.
Your mobile service is cancelled before the end of your contract term	85%
You take up any other mobile offer before the end of your contract term	50%
You change to a Non-Approved Flexi-Plan or an Approved Flexi-Plan with a lower monthly network access charge before the end of your contract term	50%

#### Charges

72.6 The charges for Direct Flat Rate Flexi-Plan 50 are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

# Part B – Old consumer pricing plans that are no longer available for new connections

Direct Flat Rate Flexi-Plan 50	GST excl.	GST incl.
Monthly network access charge (for 24 months)	\$45.4545	\$50.00
Monthly Included calls	\$45.4545	\$50.00
Flat Rate call charges (seven days a week – no off- peak)		
On connection	22.72¢	25¢
Each second (except as provided under MobileNet to MobileNet Bonus Option as set out in <u>Part C -</u> <u>Special Promotions of the Telstra Mobile section of</u> <u>Our Customer Terms</u> )	0.91¢	1¢

### 73 communic8 BYO

#### Availability

73.1 The communic8 BYO plans are not available for new connections from 23 January 2002.

#### **Approved Plans**

73.2 If you connected to communic8 BYO, you may move to an approved Flexi-Plan during your contract term without incurring any disconnection fee. The approved Flexi-Plans are Mobile Plan 45, Mobile Plan 65, New Flexi-Plan 40, New Flexi-Plan 60, New Flexi-Plan 80, New Flexi-Plan 100, New Flexi-Plan 150, New Flexi-Plan 250, New Flexi-Plan 500, Business Rate Plan 40, Business Rate Plan 70, Business Rate Plan 100, Business Rate Plan 500.

#### **Bonus Options**

- 73.3 The EasyPlan "FreeChat" option will apply to your service as set out in <u>Part C Special</u> <u>Promotions of the Telstra Mobile section of Our Customer Terms</u>. "FreeChat" is available until it is withdrawn by us with prior notice to you.
- You are also eligible to receive "Free24/7". If you select "Free24/7", you will receive the first three minutes of calls to one nominated fixed line or Telstra mobile phone in Australia free of charge, after which standard communic8 BYO Flexi-Plan charges apply. Our FairPlay policy (set out in <u>Part A General</u> of the Telstra Mobile section of Our Customer Terms) applies to "Free24/7". "Free24/7" is available until it is withdrawn by us with prior notice to you unless withdrawn earlier. The fees for "Free24/7" are set out in Part C Special Promotions of the Telstra Mobile section of Our Customer Terms.
- 73.5 If you select "Free24/7", the Free24/7 charges will apply to calls made to your selected "Free24/7" line between 9:00pm and 5:00am.

# Part B – Old consumer pricing plans that are no longer available for new connections

73.6 Premium content and information services and some calls including calls to numbers beginning with 19, 1800 and 12, international and international roaming calls, MessageBank deposits and retrievals, emergency calls, calls to Optus satellite phones, diversion calls, value added services (such as reminder and wakeup calls), Dial It Services (weather and time), Memo, Operator Assisted calls, PocketNews and all data calls (such as SMS, WAP, MMS, Push To Talk and GPRS ) are excluded from FreeChat and Free24/7.

#### Charges

73.7 The charges for the communic8 BYO Plan are set out below. Included calls do not include some call types including directory assistance calls to 1223.

communic8 BYO Plan	GST excl.	GST incl.
Monthly Network Access Charge	\$22.73	\$25.00
Monthly Included calls	\$40.91	\$45.00
Charges for calls to an Australian fixed or mobile number – at all times		
Per second	1.16¢	1.28¢
On connection	22.73¢	25¢

### 74 BYO Saver Flexi-Plan

#### Availability

74.1 The BYO Saver Flexi-Plan is not available for new connections from 18 November 2001.

#### **Bonus Options**

74.2 If you connected to the BYO Saver Flexi-Plan you are eligible to choose one Hotline Number as set out in <u>Part C - Special Promotions</u> of the Telstra Mobile section of Our Customer Terms. Charges for calls from your mobile service to the Hotline Number are set out below. Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to your use of the Hotline Number.

#### Not available with any other offer

74.3 The BYO Saver offer is not available in conjunction with any other Telstra Mobile offer except for Telstra Rewards Options 5% or 10% or Telstra Family Phones Bonus packages.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges

74.4 The charges for the BYO Saver Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

BYO Saver Flexi-Plan	GST excl.	GST incl.
Monthly Network Access Charge	\$10.00	\$11.00
Monthly Included calls		\$5.50
Call Charges:		
On connection (including connection to Hotline Number)	20¢	22¢
Each 30 seconds, or incomplete part of 30 seconds	30¢	33¢
To Hotline Number (per 10 minutes, or incomplete part of 10 minutes)	20¢	22¢
Charge to set up Hotline Number	\$2.00	\$2.20
Charge to change Hotline Number	\$2.00	\$2.20

### 75 Gold BYO Saver Flexi-Plan

#### Availability

75.1 The Gold BYO Saver Flexi-Plan is not available for new connections from 18 November 2001.

#### **Bonus Options**

75.2 If you connected to the Gold BYO Saver Flexi-Plan, you are eligible to choose one Hotline Number as set out in <u>Part C - Special Promotions</u> of the Telstra Mobile section of Our Customer Terms. Charges for calls from your mobile service to the Hotline Number are set out below. Our FairPlay Policy (set out in <u>Part A – General</u> of the Telstra Mobile section of Our Customer Terms) applies to your use of the Hotline Number.

#### Other plan features

75.3 On the Gold BYO Saver Flexi-Plan, you receive:

## Part B – Old consumer pricing plans that are no longer available for new connections

- (a) MessageBank Premium with no monthly access fee (diversion and retrieval charges apply); and
- (b) If you have a Basic Telephone Service, MessageBank CombinedPlus with no monthly subscription fee (diversion and retrieval charges apply and charges apply for sub-mailbox users retrieving messages).

#### Not available with any other offer

75.4 The Gold BYO offer is not available in conjunction with any other Telstra Mobile offer except for Telstra Rewards Options 5% or 10% or Telstra Family Phones Bonus packages.

#### Charges

75.5 The charges for the Gold BYO Saver Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Gold BYO Saver Flexi-Plan	GST excl.	GST incl.
Monthly Network Access Charge	\$22.72723	\$25
Monthly Included calls		\$35
Call Charges:		
On connection (including connection to Hotline Number)	20¢	22¢
Each 30 seconds, or incomplete part of 30 seconds, where at the time the call is made, total value of your calls for the billing cycle is:		
\$0 to less than \$35	31.818¢	35¢
\$35 to less than \$70	22.727¢	25¢
\$70 to less than \$140	18.182¢	20¢
\$140 and over	9.091¢	10¢
To Hotline Number (per 10 minutes, or incomplete part of 10 minutes)	20¢	22¢
Charge to set up Hotline Number	\$2.00	\$2.20
Charge to change Hotline Number	\$2.00	\$2.20

# Part B – Old consumer pricing plans that are no longer available for new connections

### 76 DoubleUp Offer

#### Availability

76.1 The DoubleUp offer is not available for new connections from 30 September 2001.

#### Charges

76.2 The charges for the DoubleUp Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

DoubleUp Offer	GST excl.	GST incl.
Monthly Network Access Charge	\$25.00	\$27.50
Monthly Included calls	\$50.00	\$55.00
Peak Period Call Charges		
(If you have selected or are deemed to have selected the EasyF option, 7.00am-8.00pm, Mon-Fri) (If you have selected the EasyPlan FreeChat or FlatChat optic For Easy Plan Bonus Options refer to Part C - Special Promotions of t	on, 7.00am-8.00pi	n, Mon-Sat)
Customer Terms Calls to an Australian fixed or mobile number – each second	1.33¢	1.463¢
Calls to a Telstra mobile number – each second except as provided under the MobileNet to MobileNet EasyPlan Bonus Option	1.33¢	1.463¢
Off-Peak Period Call Charges (All Other Times)		
Calls to an Australian fixed or non-Telstra mobile number – Each second	0.5¢	0.55¢
Calls to a Telstra mobile number – each second except as provided under the MobileNet to MobileNet EasyPlan Bonus Option	0.5¢	0.55¢
Connection fee for calls to an Australian fixed or mobile number	22.727¢	24.9999¢

### 77 Mobile Options Flexi-Plan

#### Availability

77.1 The Mobile Options Flexi-Plan is not available for new connections from 30 September 2001.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### **Bonus Options**

- 77.2 If you connected to Mobile Options Flexi-Plan 11, you are eligible to choose one Hotline Number as set out in <u>Part C - Special Promotions</u> of the Telstra Mobile section of Our Customer Terms. Charges for calls from your Mobile service to the Hotline Number are set out below. Our FairPlay Policy (set out in <u>Part A – General</u> of the Telstra Mobile section of Our Customer Terms) applies to your use of the Hotline Number under Mobile Options Flexi-Plan 11.
- 77.3 The "FreeChat" and "FlatChat" EasyPlan Bonus Options are available with this offer as set out in <u>Part C Special Promotions</u> of the Telstra Mobile section of Our Customer Terms.

#### Not available with any other offer

77.4 The Mobile Options offer is not available in conjunction with any other Telstra mobile offer except for Telstra Rewards Options 5% or 10% or Telstra Family Phones Bonus packages.

#### **Eligibility requirements**

- 77.5 To remain eligible for this offer, you must have:
  - (a) preselected us as your preferred provider for local calls, National Long Distance calls, International calls and calls to cellular mobile services;
  - (b) elected to receive a Single Bill for all Telstra services; and
  - (c) successfully applied for Telstra Rewards Options 5% or 10% or Telstra Relationships Options 25% or Telstra Family Phones Bonus package.
- 77.6 If you do not continue to satisfy each of these requirements, we may withdraw your entitlements under the Mobile Options offer and move you to a Flexi-Plan with an equivalent network access charge.

#### Charges

77.7 The charges for Mobile Options Flexi-Plan 11 and 22 are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Flexi-Plan 22		Flexi-F	Plan 11
	GST excl.	GST incl.	GST excl.	GST incl.
Connection Fee	Nil	Nil	Nil	Nil
Monthly Network Access Charge	\$20	\$22	\$10	\$11

## **Our Customer Terms**

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

	Flexi-Plan 22		Flexi-F	Plan 11
	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Included calls	\$10	\$11	\$5.00	\$5.50
Call Charges:				
On connection (including connection to Hotline Number)	20¢	22¢	20¢	22¢
Each 30 seconds, or incomplete part of 30 seconds	30¢	33¢	30¢	33¢
Call charges to Hotline Number (per 10 minutes, or incomplete part of 10 minutes)	20¢	22¢	20¢	22¢
Charge to set up Hotline Number	\$2.00	\$2.20	\$2.00	\$2.20
Charge to change Hotline Number	\$2.00	\$2.20	\$2.00	\$2.20

### 78 Flexi-Plan 25

#### Availability

78.1 This plan is not available for new connections on and from 18 July 2001.

#### Charges

78.2 The charges for Flexi-Plan 25 are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Flexi-Plan 25	GST excl.	GST incl.
Monthly Network Access Charge	\$25.00	\$27.50
Monthly Included calls	\$20.00	\$22.00
Connection fee for calls to an Australian fixed or mobile number	22.727¢	24.9999¢
Peak Period Call Charges (7.00am-8.00pm, Mon- Sat)		
Calls to an Australian fixed or non-Telstra mobile number – each second	1.3333¢	1.4666¢
Calls to a Telstra mobile number – each second	1¢	1.1¢

# Part B – Old consumer pricing plans that are no longer available for new connections

Flexi-Plan 25	GST excl.	GST incl.
Off Peak Period Call Charges (All Other Times)		
Calls to an Australian fixed or non-Telstra mobile number	0.5¢	0.55¢
Calls to a Telstra mobile number – each second	0.0833¢	0.0916¢

### 79 Flexi-Plan TenPlus 35, 55, 75 and 100

#### Availability

79.1 These plans are not available for new connections on and from 18 July 2001.

#### Charges

79.2 The charges for Flexi-Plan TenPlus 35, 55, 75 and 100 are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

Flexi-Plan Ten Plus	35		55		75		100	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$35.00	\$38.50	\$55.00	\$60.50	\$75.00	\$82.50	\$100.00	\$110.00
Monthly Included calls	\$25.00	\$27.50	\$45.00	\$49.50	\$65.00	\$71.50	\$90.00	\$99.00
Charges for calls to	an Austral	ian fixed o	r mobile nu	umber				
Peak Period Charges (7.00am- 7.00pm, Mon-Sat) – each second	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢	0.6666¢	0.7332¢
Off Peak Period Charges (All Other Times) – each second	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢	0.3333¢	0.3666¢
Connection fee	15¢	16.5¢	15¢	16.5¢	15¢	16.5¢	15¢	16.5¢

## **Our Customer Terms**

**Telstra Mobile Section** 

# Part B – Old consumer pricing plans that are no longer available for new connections

### 80 Below \$5 offer

#### Availability

80.1 The Below \$5 Offer is not available for new connections from 31 January 2001.

#### Charges

80.2 The charges for the Below \$5 Flexi-Plan are set out below.

Below \$5 Flexi-Plan	GST excl.	GST incl.
Monthly Network Access Charge	\$4.50	\$4.95
(If you have selected the EasyPlan FreeChat or FlatChat Bonus Option)		
Charges for calls to an Australian fixed or mobile number – each second	2¢	2.2¢
Charges for calls to a Telstra mobile number – each second	2¢	2.2¢
(If you have selected or are deemed to have selected the EasyPlan "MobileNet to MobileNet" Bonus Option)		
For Easy Plan Bonus Options refer to <u>Part C - Special</u> <u>Promotions</u> of the Telstra Mobile section of Our Customer Terms.		
Charges for Calls to an Australian fixed or mobile number – each second	2¢	2.2¢
Calls to a Telstra mobile number – each second	1.66¢	1.826¢
Connection fee for calls to an Australian fixed or mobile number	24.55¢	27¢

### 81 \$4.50 (\$4.95 including GST) Monthly Access Fee Special Promotion

#### Availability

81.1 The \$4.95 Monthly Access Fee Special Promotion is not available for new connections from 30 September 2000.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges

81.2 The charges for the \$4.50 Flexi-Plan are set out below.

\$4.50 Flexi-Plan	GST excl.	GST incl.
Monthly network access charge	\$4.50	\$4.95
Charges for calls to an Australian fixed or mobile number – each second	2¢	2.2¢
Calls to a Telstra mobile number option (not available if you choose the FreeChat or FlatChat option) – Each second (except as provided)	1.66¢	1.83¢
Connection fee for calls to an Australian fixed or mobile number	22.727¢	24.9999¢

### 82 Old Flexi-Plan 100, 150 and 250

#### (Achiever 100, 150 and 250 Flexi-Plan)

#### Availability

82.1 These plans are not available for new connections on and from 28 July 1999.

#### Charges

82.2 The charges for Old Flexi-Plan 100 and 150 (also known as Achiever 100 and 150 Flexi-Plan) are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Old Flexi-Plan 100		Old Flexi	-Plan 150	Old Flexi-Plan 250	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$100.00	\$110.00	\$150.00	\$165.00	\$250.00	\$275.00
Monthly Included calls	\$85.00	\$93.50	\$145.00	\$159.50	\$300.00	\$330.00
Call Charges and Surcharges	All call charges and surcharges are calculated in accordance with Flexi-Plan Standard rates.					

## **Our Customer Terms**

**Telstra Mobile Section** 

Part B – Old consumer pricing plans that are no longer available for new connections

### 83 Old Flexi-Plan TenPlus 35, 55, 75, 100, 150

(Classic Corporate 35 and 55, Advance Corporate 75 Flexi-Plan and Achiever Corporate 100 and 150 Flexi-Plan)

#### Availability

83.1 These plans are not available for new connections on and from 28 July 1999.

#### Charges

83.2 The charges for Old Flexi-Plan TenPlus 35, 55, 75, 100, 150 (also known as Classic Corporate 35 and 55, Advance Corporate 75 Flexi-Plan and Achiever Corporate 100 and 150 Flexi-Plan) are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Old Fle TenPl	xi -Plan us 35	Old Flex TenPlus		Old Flexi TenPlus 75										
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.					
Monthly Network Access Charge	\$35.0 0	\$38.5 0	\$55.0 0	\$60.5 0	\$75.0 0	\$82.5 0	\$100.0 0	\$110.0 0	\$150.0 0	\$165.0 0					
Monthly Included calls	\$25.0 0	\$27.5 0	\$45.0 0	\$49.5 0	\$65.0 0	\$71.5 0	\$90.00	\$99.00	\$145.0 0	\$159.5 0					
Call Charges and Surcharge s	except for the charge on connection of calls to an Australian fixed or mobile number, which is as follows.														
	15¢	16.5¢	15¢	16.5¢	15¢	16.5¢	15¢	16.5¢	15¢	16.5¢					

Part B – Old consumer pricing plans that are no longer available for new connections

### 84 Old Flexi-Plan 35

#### (Flexi-Plan Standard, Classic 35 Flexi-Plan and Phone Saver Flexi-Plan)

#### Availability

84.1 This plan is not available for new connections on and from 28 July 1999.

#### Charges

84.2 The charges for Old Flexi-Plan 35 (also known as Flexi-Plan Standard, Classic 35 Flexi-Plan and Phone Saver Flexi-Plan) are set out below. Where insufficient information is supplied to allow us to determine the call distance, calls to a mobile service of another carrier or service provider are charged as if they were calls to a service over 165 kilometres away.

Old Flexi-Plan 35	GST excl.	GST incl.
Monthly Network Access Charge	\$35.00	\$38.50
Connection fee for calls to an Australian fixed or mobile number	22.727¢	24.9999¢
Peak Period Call Charges (7am-7pm, Monday – Saturday) – per 30 seconds or part thereof		
Calls to an Australian mobile or fixed number (up to 165 km)	20¢	22¢
Calls to an Australian mobile or fixed number (over 165 km)	20¢	22¢
Off Peak Period Call Charges (All other times) – per 30 seconds or part thereof		
Calls to an Australian mobile or fixed number (up to 165 km)	10¢	11¢
Calls to an Australian mobile or fixed number (over 165 km)	15¢	16.5¢

### 85 Old Flexi-Plan 20

#### Availability

85.1 This plan is not available for new connections on and from 28 July 1999.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Charges

85.2 The charges for Old Flexi-Plan 20 are set out below. Where insufficient information is supplied to allow us to determine the call distance, calls to a mobile service of another carrier or service provider are charged as if they were calls to a service over 165 kilometres away.

Old Flexi-Plan 20	GST excl.	GST incl.
Monthly Network Access Charge	\$20.00	\$22.00
Connection fee for calls to an Australian mobile or fixed number	22.727¢	24.9999¢
Peak Period Call Charges (7.00 am – 7.00 pm, Monday – Saturday) – per 30 seconds or part thereof		
Calls to an Australian mobile or fixed number (up to 165 km)	40¢	44¢
Calls to an Australian mobile or fixed number (over 165 km)	50¢	55¢
Off Peak Period Call Charges (All other times) – per 30 seconds or part thereof		
Calls to an Australian mobile or fixed number (up to 165 km)	10¢	11¢
Calls to an Australian mobile or fixed number (over 165 km)	15¢	16.5¢

### 86 Old Flexi-Plan 75 and Old Flexi-Plan 55

(Advance 75 Flexi-Plan and also known as Classic 55 Flexi-Plan)

#### Availability

86.1 These plans are not available for new connections on and from 28 July 1999.

#### Charges

86.2 The charges for Old Flexi-Plan 75 (Also known as Advance 75 Flexi-Plan) and Old Flexi-Plan 55 (Also known as Classic 55 Flexi-Plan) are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

# Part B – Old consumer pricing plans that are no longer available for new connections

	Old Flex	i-Plan 55	Old Flexi-Plan 75		
	GST excl.	GST incl.	GST excl.	GST incl.	
Monthly Network Access Charge	\$55.00	\$60.50	\$75.00	\$82.50	
Monthly Included calls	\$20.00	\$22.00	\$55.00	\$60.50	
Call Charges and Surcharges	All call charges and surcharges are calculated in accordance with Flexi-Plan Standard rates.				

### 87 Contacta 20, Converser 25 and Communicator 30 Flexi-Plan

#### Availability

87.1 These plans are not available for new connections on and from 28 July 1999.

#### Charges

- 87.2 The charges for Contacta 20, Converser 25 and Communicator 30 Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month.
- 87.3 Where insufficient information is supplied to allow us to determine the call distance, calls to a mobile service of another carrier or service provider are charged as if they were calls to a service over 165 kilometres away. Included calls do not include some call types including directory assistance calls to 1223.

	Contacta 20		Converser 25		Communicator 30	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$20.00	\$22.00	\$25.00	\$27.50	\$30.00	\$33.00
Monthly Included calls	\$5.00	\$5.50	\$15.00	\$16.50	\$20.00	\$22.00
Peak Period Call Charges	(7	′am-8pm, Mon	day – Saturda	y)		
Connection fee for calls to an Australian mobile or fixed number	30¢	33¢	30¢	33¢	All peak periods, call charges and surcharges are calculated in	
Calls to an Australian mobile or fixed number (up to 165 km) – per 30 second block or part thereof	60¢	66¢	60¢	66¢	accordanc Flexi-P	

## Our Customer Terms

## **Telstra Mobile Section**

# Part B – Old consumer pricing plans that are no longer available for new connections

	Conta	cta 20	Conve	Converser 25		nicator 30
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Calls to an Australian mobile or fixed number (over 165 km) – per 30 second block or part thereof	80¢	88¢	80¢	88¢		
Off Peak Period Call Charges	(All other times)					
Connection fee for calls to an Australian mobile or fixed number	22.727¢	24.9999¢	22.727¢	24.9999¢		
Calls to an Australian mobile or fixed number (up to 165 km) – per 30 second block or part thereof	10¢	11¢	10¢	11¢		
Calls to an Australian mobile or fixed number (over 165 km) – per 30 second block or part thereof	15¢	16.5¢	15¢	16.5¢		

Part B – Old consumer pricing plans that are no longer available for new connections

### 88 Value 10 and 15 Flexi-Plan

#### Availability

88.1 The Value 10 and Value 15 Flexi-Plans are not available for new connections from 28 July 1999.

#### Charges

88.2 The charges for the Value 10 and 15 Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Value 10 Flexi-F	Plan	Value 15 Flexi-F	Plan
	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$10.00	\$11.00	\$15.00	\$16.50
Monthly Included calls	Nil	Nil	\$10.00	\$11.00
Call charges for calls to an Australian mo	bile or fixed numb	er		
On connection	22.727¢	24.9999¢	22.727¢	24.9999¢
Initial 30 seconds or incomplete part of 30 seconds	50¢	55¢	50¢	55¢
Subsequent per second charge	1.6666¢	1.8333¢	1.6666¢	1.8333¢

### 89 Corporate Flexi-Plan

#### Availability

89.1 The Corporate Flexi-Plan is not available for new connections on and from 30 May 1999.

#### Charges

89.2 The charges for Corporate Flexi-Plan are set out below. All charges go back to zero at the beginning of each month for the purpose of calculating the charges. Some offers may require that you be charged a minimum of \$55.00 (GST incl) in call charges each month calculated at the below rates.

# Part B – Old consumer pricing plans that are no longer available for new connections

Corporate Flexi-Plan			
Monthly Network Access Charge	\$11.00 (includes \$1 GST)		
Call Charges (each month) The first \$22.00 [includes \$2.00 GST] worth of calls made (calculated at Flexi-Plan Standard rates – except for the charge on connection of calls to an Australian fixed or mobile number which is as follows)			
	GST excl.	GST incl.	
On connection	15¢	16.5¢	
The next \$33.00 [Includes \$3.00 GST] worth of calls (calculated at Flexi-Plan Standard rates)	The applicable charges und Stan	er Flexi-Plan	
The next \$5.50 [Includes \$0.50 GST] worth of calls (calculated at Flexi-Plan Standard rates)	Free		
The next \$22.00 [Includes \$2.00 GST] worth of calls (calculated at Flexi-Plan Standard rates)	The applicable GST inclusive charges under Flexi-Plan Standard		
The next \$22.00 [Includes \$2.00 GST] worth of calls (calculated at Flexi-Plan Standard rates)	Fr	96	
The next \$159.50 [Includes \$14.50 GST] worth of calls (calculated at Flexi-Plan Standard rates)	The applicable charges und Standard mult	er Flexi-Plan	
The next \$49.50 [Includes \$4.50 GST] worth of calls (calculated at Flexi-Plan Standard rates)	Fr	96	
All additional calls	The applicable Flexi-Plan Stan by <b>C</b>	dard multiplied	

### 90 Budget 10 Flexi-Plan

#### Availability

90.1 The Budget 10 Flexi-Plan is not available for new connections from 9 May 1999.

#### Charges

90.2 The charges for the Budget 10 Flexi-Plan are set out below. Where insufficient information is supplied to allow us to determine the call distance, calls to a mobile service

# Part B – Old consumer pricing plans that are no longer available for new connections

of another carrier or service provider are charged as if they were calls to a service over 165 kilometres away.

Budget 10 Flexi-Plan	GST excl.	GST incl.
Monthly Network Access Charge	\$10.00	\$11.00
Peak Period Call Charges (7am-8pm, Monday – Saturday)		
Connection fee for calls to an Australian Mobile or Fixed Number	30¢	33¢
Calls to an Australian Mobile or Fixed number (up to 165 km) (per 30 second block or part thereof)	60¢	66¢
Calls to an Australian Mobile or Fixed number (over 165 km) (per 30 second block or part thereof)	80¢	88¢
Off Peak Period Call Charges (All other times)		
Connection fee for calls to an Australian Mobile or Fixed Number	22.727¢	24.9999¢
Calls to an Australian Mobile or Fixed number (up to 165 km) (per 30 second block or part thereof)	10¢	11¢
Calls to an Australian Mobile or Fixed number (over 165 km) (per 30 second block or part thereof)	15¢	16.5¢

### 91 Budget 20 Flexi-Plan

#### Availability

91.1 The Budget 20 Flexi-Plan is not available for new connections from 9 May 1999.

#### Charges

91.2 The charges for the Budget 20 Flexi-Plan are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223. Where insufficient information is supplied to allow us to determine the call distance, calls to a mobile service of another carrier or service provider are charged as if they were calls to a service over 165 kilometres away.

Budget 20 Flexi-Plan	GST excl.	GST incl.
Monthly network access charge	\$20.00	\$22.00

# Part B – Old consumer pricing plans that are no longer available for new connections

Budget 20 Flexi-Plan	GST excl.	GST incl.
Monthly Included calls	\$20.00	\$22.00
Peak Period Call Charges (7am-8pm, Monday – Saturday)		
Connection fee for calls to an Australian Mobile or Fixed number	30¢	33¢
Calls to an Australian Mobile or Fixed number (up to 165 km) (per 30 second block or part thereof)	60¢	66¢
Calls to an Australian PMTS or fixed number (over 165 km) (per 30 second block or part thereof)	80¢	88¢
Off Peak Period Call Charges (All other times)		
Connection fee for calls to an Australian Mobile or Fixed number	22.727¢	24.9999¢
Calls to an Australian PMTS or fixed number (up to 165 km) (per 30 second block or part thereof)	10¢	11¢
Calls to an Australian PMTS or fixed number (over 165 km) (per 30 second block or part thereof)	15¢	16.5¢

### 92 Flexi-Plan 80, 130 and 240

#### Availability

92.1 These plans are not available for new connections on and from 26 November 1998.

#### Charges

92.2 The charges for Flexi-Plan 80, 130 and 240 are set out below. Any unused included calls are forfeited at the end of each month. Included calls do not include some call types including directory assistance calls to 1223.

	Flexi-Plan 80		Flexi-Pla	an 130	Flexi-Plan 240	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Network Access Charge	\$80.00	\$88.00	\$130.00	\$143.00	\$240.00	\$264.00
Monthly Included calls	\$52.00	\$57.20	\$125.00	\$137.50	\$285.00	\$313.50
Call Charges and Surcharges	All call charges and surcharges are calculated in accordance with Flexi-Plan Standard rates. All call charges and surcharges above the included call entitlement receive a <b>5%</b> discount.					

#### 93 Go Mobile Plus Plans

#### Availability

- 93.1 These plans are not available for new connections on and from 12 August 2018.
- 93.2 Go Mobile Plus Plans are available as a:
  - (a) **24 month handset plan (Go Mobile Plus Plan):** You must purchase an eligible handset on a 24-month Device Payment Contract ("**DPC**").
  - (b) **12 month BYO Plan (Go Mobile Plus BYO Plan):** You bring your own compatible handset or purchase a compatible handset from us.
  - (c) **Month-to-Month Casual Plan (Go Mobile Plus Casual Plan):** You bring your own compatible handset or purchase a compatible handset from us.

#### Eligibility

- 93.3 To be eligible for a Go Mobile Plus Plan (**Go Mobile Plus Plan**) on and from 5 September 2017, you must be a new customer or have a 13 digit account number.
- 93.4 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.
- 93.5 **Go Mobile Plus BYO Online Plan** To be eligible to take up the Go Mobile Plus BYO Online Plan you must, within 30 days of activation of your service, sign up to the following:
  - (a) electronic billing and direct debit;
  - (b) activate MyAccount; and
  - (c) download the Telstra  $24x7 \otimes App$ .

To remain eligible for the Go Mobile Plus BYO Online Plan, you will need to continue to self-service via the Telstra self-care channels for the duration of your plan. Should you fail to comply with the above, you may be moved to an equivalent Go Mobile Plus BYO plan with a \$10 increase in your minimum monthly charge.

93.6 **Go Mobile Plus Pre to Postpaid BYO Plan** - To be eligible to take up the Go Mobile Plus Pre to Postpaid BYO Plan, you must have an activated pre-paid service with Telstra and be invited by us to take up this plan.

#### **Accessory Repayment Option**

93.7 If you have taken up a Go Mobile Plus Plan or Go Mobile Plus BYO Plan, you can choose to buy mobile accessories with an Accessory Repayment Option (**ARO**). If you

## Part B – Old consumer pricing plans that are no longer available for new connections

cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile</u> <u>Section of Our Customer Terms</u>.

#### **Device Options**

- 93.8 If take up a Go Mobile Plus Plan, you must purchase an eligible device on a DPC, and you may be eligible to a Device Plan Credit (as defined in clause 93.11) if you meet the criteria set out in clause 93.11. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 93.9 If you have taken up a Go Mobile Plus BYO Plan or Go Mobile Plus Casual Plan, you need to bring your own ("**BYO**") compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.
- 93.10 You can also take up a DPC for a handset if you take up a Go Mobile Plus BYO Plan or Go Mobile Plus Casual Plan, but you will not receive a Device Plan Credit.

#### **Device Plan Credit for Go Mobile Plus Plans**

- 93.11 If you:
  - (a) purchase an eligible handset on a 24-month DPC; and
  - (b) your Go Mobile Plus Plan and your DPC commence on the same day,

you may receive a credit towards your handset repayments ("**Device Plan Credit**") each month for the minimum term of your Go Mobile Plus Plan.

- 93.12 We will tell you the amount of the Device Plan Credit when you take up your Go Mobile Plus Plan and eligible DPC.
- 93.13 The monthly device repayments (if any) on your bill are the monthly amount you owe after the Device Plan Credit has been applied.
- 93.14 If you cancel your Go Mobile Plus Plan or your DPC, you will no longer be entitled to the Device Plan Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("**ETC**") for your Go Mobile Plus Plan.

#### **Go Mobile Plus Plan options**

93.15 You can choose from the Go Mobile Plus Plans set out in the tables below.

#### **Go Mobile Plus Plans**

		Go Mobile Plus Plans (24 months)				Telstra Premium Plus Plan (24 months)
Minimum monthly charge	\$59	\$79	\$99	\$129	\$149	\$199
Minimum cost over 24 months	\$1,416	\$1,896	\$2,376	\$3,096	\$3,576	\$4,776
Monthly Call Allowance to standard fixed and mobile numbers			Ur	nlimited		
Monthly SMS and MMS Allowance to standard fixed and mobile numbers			U	nlimited		
Monthly Data Allowance (Mobile Data)	2GB	5GB	12GB	25GB	50GB	100GB
Extra Data	\$10/GB (or part thereof) until the end of your billing month (until you reach tl Excess Cap, when your service will be shaped to Peace of Mind data)					
Mobile Data Sharing	Share your Mobile Data and Extra Data with other data share plans on the same account				same account	
MessageBank <sup>®</sup> retrieval and diversion	Unlimited					
MessageBank Plus for iPhone (compatible iPhone required)	Included					
Included Content	Telstra may include extra content or value add services within your plan from time to tim Such extra content or value add services may be available for a limited time					
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard rates apply.     Unlimited to 15 Eligible Countries       See Part D – Other Call     Types of the Telstra       Mobile Section of Our     Customer Terms			Unlimited to all countries		
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB of data to use in Eligible Roaming Countries For charges and a list of Eligible Roaming Countries visit <u>Part I – Heading Overseas</u> <u>(International Roaming) of the Telstra</u> Mobile Section of Our Customer Terros			Unlimited calls and SMS, and 1GB of mobile data.	Unlimited calls and SMS, and 2GB of mobile data.	Unlimited calls, SMS and MMS, and 4GB of mobile data.
	Mobile Section of Our Customer Terms. To use in Eligible Roaming Countries. Extr Data \$10/GB (or part thereof) until the er your billing month.					
New Phone Feeling	See Part (	C – Special Pro	motions of the T Customer Terr		ection of Our	Included

All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible countries, International call/SMS rates will apply.
 Eligible Countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam.

#### Go Mobile Plus BYO Plans

	Go Mobile Plus BYO Plans (12 months)			Go Mobile Plus BYO Online Plan (12 months)	Go Mobile Plus Pre to Postpaid BYO Plan (12 months)	
Minimum monthly charge	\$39	\$59	\$79	\$99	\$49	\$50
Minimum cost over 12 months	\$468	\$708	\$948	\$1,188	\$588	\$600
Monthly Call Allowance to standard fixed and mobile numbers	\$500		Unlimited		Unlimited	ł
Standard and satellite calls per 60 second block or part	\$1 per minute				N/A	
SMS and MMS Allowance to standard fixed and mobile numbers	25¢ per SMS. 50¢ per standar d MMS.	Unlimited				
Standard video messages to standard mobile numbers	75¢ per standar d MMS	Unlimited				
Monthly Data Allowance (Mobile Data)	2GB	15GB	20GB	30GB	10GB	10GB
Extra Data	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)					
Mobile Data Sharing	Share your Mobile Data and Extra Data with other data share plans on the same account				same account	
MessageBank <sup>®</sup> retrieval and diversion	Unlimited					
MessageBank® Plus for iPhone (compatible iPhone required)	Included					
Included Content		•			d services within your plan es may be available for a li	

# Part B – Old consumer pricing plans that are no longer available for new connections

Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard rates apply. See <u>Part D – Other</u> <u>Call Types of the</u> <u>Telstra Mobile</u> <u>Section of Our</u> <u>Customer Terms</u>	Unlimite d to 15 Eligible Countries	Unlimite d to all Countries	Standard rates apply. See <u>Part D – Other Call</u> <u>Types of the Telstra</u> <u>Mobile Section of Our</u> <u>Customer Terms</u>	Unlimited to 10 Eligible Countries
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB of data to use in Eligible Roaming Countries For charges and a list of Eligible Roaming Countires, visit <u>Part I – Heading Overseas</u>				
(International Roaming) of the Telstra Mobile Section of Our Customer Terms All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS					
Allowance for things not included in your allowance or to call non-eligible countries, International call/SMS/MMS rates will apply.					
Eligible Countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South					
Korea, Sri Lanka, UK, USA and Vietnam.					

#### **Go Mobile Plus Casual Plans**

	Go Mobile Plus Casual Plans (month to month)				
Minimum monthly charge	\$20	\$49	\$69	\$89	\$109
Minimum cost	\$20	\$49	\$69	\$89	\$109
Monthly Call Allowance to standard fixed and mobile numbers	N/A	N/A \$500 Unlimited			
Standard and satellite calls per 60 second block or part	\$1 per	\$1 per minute Unlimited			
SMS and MMS Allowance to standard fixed and mobile numbers	25¢ per SMS. 50¢ per standard MMS.	Unlimited			
Standard video messages to standard mobile numbers	75¢ per standard MMS	Unlimited			
Monthly Data Allowance (Mobile Data)	N/A	2GB	15GB	20GB	30GB
Extra Data (Share)	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)				

# Part B – Old consumer pricing plans that are no longer available for new connections

Mobile Data Sharing	Share your Mobile Data and Extra Data with other data share plans on the same account				
MessageBank <sup>®</sup> retrieval and diversion	\$1 per Unlimited minute				
MessageBank <sup>®</sup> Plus for iPhone (compatible iPhone required)	N/A Included				
Included Content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time				
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard rates apply. See <u>Part D – Other Call Types of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>		Unlimited to 15 Eligible Countries	Unlimited to all countries	
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseeas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB of data to use in Eligible Roaming Countries For charges and a list of Eligible Roaming Countires, visit Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms				
New Phone Feeling	See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.				
All to standard Australian numbers and al allowance for things not included in your all Eligible Countries are: Bangladesh, Canada,	owance or to call China, Hong Kong	non-eligible countries, Internatio	nal Call/SMS/MN	1S rates will apply.	

#### What you must pay each month

- 93.16 Each month you must pay us:
  - (a) the minimum monthly charge for your Go Mobile Plus Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) if you have a DPC, for any handset or device repayments (taking into account any Device Plan Credit, if eligible);
  - (f) any additional Companion Plans or Data Share SIMs you may take up (if eligible);
  - (g) any accessory repayments under any ARO; and
  - (h) any other value added services.

93.17 In addition to your minimum monthly charge you must pay for eligible calls (as defined below) in excess of your Monthly Call Allowance (if not unlimited) up to a maximum of \$69 per month.

#### Monthly Call Allowance and unlimited SMS and MMS

- 93.18 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 93.16 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 93.19 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);
  - (e) all '1800' calls;
  - (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
  - (g) MessageBank<sup>®</sup> diversion and retrieval charges (voice and video) within Australia;
  - (h) national mobile originating text, picture and video messages; and
  - (i) any other calls determined as eligible by us.
- 93.20 If your Go Mobile Plus Plan does not include unlimited calls, your eligible calls will be deducted from your Monthly Call Allowance. The cost of an eligible call for each plan is set out in relevant table at clause 93.15.
- 93.21 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;

- (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
- (d) calls, SMS and MMS to international numbers from Australia (unless your Go Mobile Plus Plan includes a Standard International Call Allowance);
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;
- (g) all use (such as calls made and received) while overseas (unless your Go Mobile Plus Plan includes a Monthly International Roaming Allowance);
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 93.22 You must pay for any calls that are not eligible calls.
- 93.23 Any unused Monthly Call Allowance expires each month.

#### Monthly International Calls and SMS Allowance (from Australia)

- 93.24 Your \$99, \$129 and \$149 Go Mobile Plus Plans, \$79 Go Mobile Plus BYO Plan, and \$89 Go Mobile Plus Casual Plan all include a Monthly International Call and SMS Allowance to make unlimited calls and SMS to standard international fixed and mobile numbers made while you are in Australia to the 15 eligible countries set out in clause 93.25 (Monthly International Call and SMS Allowance), while your \$199 Telstra Premium Plus Plan, \$99 Go Mobile Plus BYO Plan, and \$109 Go Mobile Plus Casual Plan includes aMonthly International Call and SMS Allowance to make unlimited calls, and SMS while you are in Australia to standard fixed and mobile international numbers in any country.
- 93.25 Eligible countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam ("**Eligible Countries**").
- 93.26 If you make non-standard international calls, or call countries which are not Eligible Countries, you will be charged extra for those calls. The rates set out in <u>Part D - Other</u> <u>Call Types</u> of the Telstra Mobile Section of Our Customer Terms will apply.

#### **International Roaming**

93.27 International roaming is automatically activated on new Go Mobile Plus Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.</u>

#### **Monthly International Roaming Allowance**

93.28 Your \$129 and \$149 Go Mobile Plus Plan, and \$199 Telstra Premium Plus Plan include a Monthly International Roaming Allowance to make unlimited calls/SMS and 1GB (\$129 plan), 2GB (\$149 plan) and 4GB (\$199 plan) of mobile data in the following overseas countries:

Argentina, Austria, Bangladesh, Belarus, Belgium, Brazil, Brunei, Bulgaria, Cambodia, Canada, Chile, China, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, Egypt, Estonia, Fiji, Finland, France, Germany, Greece, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Lao, Latvia, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Mexico, Nauru, Netherlands, New Zealand, Norway, Papua New Guinea, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Rep, Slovenia, Solomon Islans, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, UAE, UK, USA, Vanuatu, Vietnam (each an "**Eligible Roaming Country**").

- 93.29 If you exceed your data Monthly International Roaming Allowance, you'll be charged 3c per MB until the end of your billing period. Any mobile data used to send or receive MMS while you are in Eligible Roaming Countries will use your Monthly International Roaming Allowance.
- 93.30 If you make calls, send SMS and use data in countries other than Eligible Roaming Countries, you will be charged extra. Charges for International Roaming calls/SMS/MMS and mobile data are set out at Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 93.31 Your \$59, \$79 or \$99 Go Mobile Plus Plan, \$39 and \$59 Go Mobile Plus BYO Plan, all Go Mobile Plus BYO Plans and \$49 Go Mobile Plus Online Plan and \$50 Pre-to-Post Plan, all have an International Day Pass activated, which for an additional charge per day lets you to make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Countries. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 93.32 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:

- (a) use your mobile outside of Eligible Roaming Countries; or
- (b) choose to opt out of your International Day Pass.
- 93.33 Any unused data Monthly International Roaming Allowance and Extra Data expire at the end of each billing month.

#### Monthly Mobile Data Allowance

- 93.34 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of services on the same account as your Go Mobile Plus Plans which are connected to any of the following plans, including:
  - all other Go Mobile Plus Plans;
  - Go Mobile Swap Plans;
  - Go Mobile Data Plus Plans
  - Go Mobile Data Plans;
  - Go Mobile Plans;
  - Go Mobile BYO Plans;
  - Go Mobile Casual Plans;
  - Companion Plans;
  - Data Share SIM plans
  - Mobile Accelerate Data Share Plans; and
  - Everyday Connect Data Share Plans,

("Eligible Services").

- 93.35 The combined mobile data allowance of all Eligible Services on your account is your **'Shared Monthly Mobile Data Allowance'**.
- 93.36 You acknowledge and agree that any user of an Eligible Service ("**Eligible Service User**") is able to make certain changes to your account that may affect your Go Mobile Plus Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.

#### Extra Data

93.37 If you use more than your Shared Monthly Mobile Data Allowance, we will automatically add extra data to your Shared Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any

applicable charges. See clause 89.42 - 89.43 below for more information on Peace of Mind data.

- 93.38 Extra Data will be automatically added to the Eligible Service that first uses data in excess of the Shared Monthly Mobile Data Allowance and can be shared amongst Eligible Services on your account.
- 93.39 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 93.40 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 93.41 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 93.42 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 93.43 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Data Share SIM Plan**

93.44 If you have a Go Mobile Plus Plan, Go Mobile Swap Plan, Go Plan, Go Mobile Data Plus Plan, Go Mobile Data Plan, Every Day Connect Data Share Plan, Every Day Connect Data Share BYO Plan or Mobile Accelerate Data Share Plan, Mobile Accelerate Data Share BYO Plan (or any other eligible plans as determined by us) you have the option to add a month-to-month Data Share SIM Plan to your account:

Data Share SIM Plan (data only)	\$5/mth
Mobile Data	100MB data included but you can access your Share Monthly Mobile Data Allowance

Part B – Old consumer pricing plans that are no longer available for new connections

All for use in Australia. Extra Data \$10/GB automatically added to use in that month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data).

- 93.45 You can purchase up to a total of five Data Share SIM Plans per service. We may set a maximum limit on the number of Data Share SIM Plans of a particular value per account from time to time. For more information refer to the <u>Data Share SIM Plan Critical</u> <u>Information Summary</u>.
- 93.46 You may buy an eligible device on a DPC to use with your Data Share SIM Plan. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 93.47 Extra Data is applied to Data Share SIM Plan that uses data in excess of the Shared Monthly Mobile Data Allowance.
- 93.48 The Data Share SIM Plans are casual plans and you can cancel them at any time. If you have a DPC attached to either plan you will need to repay the balance of any outstanding device payments.

#### **FairPlay Policy**

93.49 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Go Mobile Plus Plan.

#### Changing your plan or your minimum monthly spend

93.50 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if Go Mobile Plus Plans are still available for recontracting.

Change	Consequence
If you move to the same type of Go Mobile Plus Plan (i.e. BYO Plan to BYO Plan) with a lower minimum monthly charge	You must restart your minimum term, pay the balance of any DPC, and pay an early termination charge.
If you move to the same type of Go Mobile Plus Plan (i.e. BYO Plan to BYO Plan) with a higher minimum monthly charge	You will not need to restart your minimum term and no early termination charge will apply.

## Our Customer Terms Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence
If you move from a Go Mobile Plus Plan with a DPC to a Go Mobile Plus Plan with a DPC with a higher minimum monthly charge	If you transfer your existing DPC onto a Go Mobile Plus Plan of a higher value, you will not need to restart your minimum term and no early termination charge will apply. There will be no change to your original DPC or Device Plan Credit (if applicable).
	If you take up a new eligible handset on a DPC with your new Go Mobile Plus Plan, you will need to restart your minimum term, pay the balance of any existing DPC, and you will also need to pay an early termination charge.
If you move from a Go Mobile Plus BYO Plan to a Go Mobile Plus Plan with a DPC	You must restart your minimum term and pay an early termination charge.
If you move from a Go Mobile Plus Plan with a DPC to a Go Mobile Plus BYO Plan	You must restart your minimum term. You must pay the balance of your DPC and your Device Plan Credit (if any) will cease, and you must pay an early termination charge.
If you move from a Go Mobile Casual Plus Plan to any other Go Mobile Plus Plan	You must start a new minimum term with your new Go Mobile Plus Plan or Go Mobile Plus BYO Plan and no early termination charge will apply.
If you move from a Go Mobile Plus Plan to another Telstra plan or Telstra offer	You must pay an early termination charge and the balance of your DPC, and your Device Plan Credit (if any) will cease.

#### Early termination charges

- 93.51 If, at any time before the end of the 12-month or 24-month term (as applicable) of your Go Mobile Plus Plan ("**Minimum Term**"):
  - (a) you cancel your Go Mobile Plus Plan (other than as a result of our material breach);
  - (b) we cancel your Go Mobile Plus Plan in accordance the <u>General Terms for</u> <u>Consumer Customers</u>; or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 93.52 The amount of any ETC payable is calculated in accordance with the formula in clause 93 of this Part B of the Telstra Mobile Section of Our Customer Terms.
- 93.53 The ETC decreases over the Minimum Term. The maximum ETC for each Go Mobile Plus Plan is set out in the tables below. Please contact us for the amount of ETC payable.

Telstra Mobile Section

Part B – Old consumer pricing plans that are no longer available for new connections

Go Mobile Plus Plans	Maximum ETC (incl. GST)
	(24 month term)
\$59 Plan	\$708
\$79 Plan	\$948
\$99 Plan	\$1,188
\$129 Plan	\$1,548
\$149 Plan	\$1,788
\$199 Premium Plan	\$2,388

Go Mobile Plus BYO Plans	Maximum ETC (incl. GST) (12 month term)
\$39 Plan	\$234
\$59 Plan	\$354
\$79 Plan	\$474
\$99 Plan	\$594
Go Mobile Plus BYO Online Plans	
\$49 Plan	\$294

Go Mobile Plus Pre to Postpaid BYO	Maximum ETC (incl. GST)
Plan	(12 month term)
\$50 Plan	\$300

- 93.54 The Go Mobile Plus Casual Plan is a month to month plan and you can cancel it at any time. There is no ETC but you must pay any costs incurred up to the point of cancellation. If you change or cancel a Go Mobile Plus Casual Plan during a month-to-month billing cycle you will receive a pro-rata refund of your monthly charge and your included call allowance will be pro-rated for the billing cycle.
- 93.55 If you have taken up a DPC, any Device Plan Credit you were receiving will end when your Go Mobile Plus Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### At the end of your minimum term

- 93.56 At the end of your minimum term your service will remain on your chosen Go Mobile Plus Plan, however if you are on a Go Mobile Plus Plan, you will no longer be entitled to the Device Plan Credit. You cannot move to another Go Mobile Plus Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 93.57 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Electronic Billing and Payment**

- 93.58 Your Go Mobile Plus Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 93.59 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 93.60 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 93.61 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 94 Go Mobile Swap Plans

#### Availability

94.1 These plans are not available for new connections on and from 12 August 2018.

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Eligibility

- 94.2 To be eligible for a Go Mobile Swap Plan (**Swap Plan**) on and from 5 September 2017, you must be a new customer or have a 13 digit account number.
- 94.3 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN.

#### **Device Options**

94.4 If take up a 24 month Swap Plan, you must lease an eligible device on a Device Lease Contract ("DLC"), and you may be eligible to a Device Plan Credit (as defined in clause 94.5) if you meet the criteria set out in clause 94.5. The DLC terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.

#### **Device Plan Credit for Swap Plans**

- 94.5 If you:
  - (a) lease an eligible device on a 24-month DLC; and
  - (b) your Swap Plan and your DLC commence on the same day,

you may receive a credit towards your monthly device lease payments ("**Device Plan Credit**") each month for the minimum term of your Swap Plan.

- 94.6 We will tell you the amount of the Device Plan Credit (if applicable) when you take up your Swap Plan and eligible DLC.
- 94.7 The monthly device lease payments (if any) on your bill are the monthly amount after the Device Plan Credit has been applied.
- 94.8 If you cancel your Swap Plan or your DLC, you will no longer be entitled to the Device Plan Credit and you must pay the relevant payments under your DLC in addition to any early termination charge ("**ETC**") for your Swap Plan or any accessories.

#### **Accessory Repayment Option**

94.9 If you have taken up a Swap Plan, you can choose to buy mobile accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

## Our Customer Terms Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

#### Go Mobile Swap Plan options

94.10 You can choose from the Swap Plans set out in the table below.

#### **Go Mobile Swap Plans**

	Go Mobile Swap Plans (24 months)			Telstra Premium Swap Plan (24 months)		
Minimum monthly charge	\$59	\$79	\$99	\$129	\$149	\$199
Minimum cost over 24 months	\$1,416	\$1,896	\$2,376	\$3,096	\$3,576	\$4,776
Monthly Call Allowance to standard fixed and mobile numbers			Un	limited		
Monthly SMS and MMS Allowance to standard fixed and mobile numbers			U	nlimited		
Monthly Data Allowance (Mobile Share Data)	2GB	5GB	12GB	25GB	50GB	100GB
Extra Data	\$10/GB (or	\$10/GB (or part thereof) until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			he \$100 Excess	
Mobile Data Sharing	Share your Mobile Data and Extra Data with other data share plans on the same account					
MessageBank <sup>®</sup> retrieval and diversion	Unlimited					
MessageBank <sup>®</sup> Plus for iPhone (compatible iPhone required)	Included					
Included Content		•			thin your plan fror vailable for a limite	
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard rates apply.         See Part D – Other Call         Types of the Telstra         Mobile Section of Our         Customer Terms		Countries	Unlimited to all countries		
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB of data to use in Eligible Roaming Countries For charges and a list of Eligible Roaming Countries visit <u>Part I – Heading Overseas (International Roaming) of the Telstra</u> <u>Mobile Section of Our Customer Terms</u> .		day, unlimited ta to use in untries gible Roaming <u>ding Overseas</u> of the Telstra	\$10/GB (or pa billing month	Unlimited calls and SMS, and 2GB of mobile data. ble Roaming Coun art thereof) until th (until you reach th ur service will be s	ne end of your ne \$100 Excess
Mobile Swap Assure	\$10 per month		Included			

## Our Customer Terms Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

		(	Go Mobile Swap (24 months			Telstra Premium Swap Plan (24 months)
Minimum monthly charge	\$59	\$79	\$99	\$129	\$149	\$199
	See <u>Part</u>	See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.				
All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible countries, International call/SMS/MMS rates will apply. Eligible Countries are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam.						

#### What you must pay each month

- 94.11 Each month you must pay us:
  - (a) the minimum monthly charge for your Swap Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) under your DLC, any device lease payments (taking into account any Device Plan Credit, if eligible);
  - (f) any additional Companion Plans or Data Share SIMs you may take up (if eligible);
  - (g) any accessory repayments under any ARO; and
  - (h) any other value added services.
- 94.12 In addition to your minimum monthly charge you must pay for eligible calls (as defined below) in excess of your Monthly Call Allowance (if not unlimited) up to a maximum of \$69 per month.

#### Monthly Call Allowance and unlimited SMS and MMS

- 94.13 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 94.11 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 94.14 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:

# Part B – Old consumer pricing plans that are no longer available for new connections

- (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
- (b) most '12' calls (excluding the 12 numbers below);
- (c) all '11' calls;
- (d) all '13' calls (6 and 10 digit);
- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank<sup>®</sup> diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.
- 94.15 If your Swap Plan does not include unlimited calls, your eligible calls will be deducted from your Monthly Call Allowance. The cost of an eligible call for each plan is set out in relevant table at clause 94.10.
- 94.16 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls, SMS and MMS to international numbers from Australia (unless your Go Plus Plan includes a Standard International Call Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Go Plus Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;

# Part B – Old consumer pricing plans that are no longer available for new connections

- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 94.17 You must pay for any calls that are not eligible calls.
- 94.18 Any unused Monthly Call Allowance expires each month.

#### Monthly International Calls and SMS Allowance (from Australia)

- 94.19 Your \$99, \$129 and \$149 Swap Plans include a Monthly International Call and SMS Allowance to make unlimited calls and SMS to standard international fixed and mobile numbers made while you are in Australia to the 15 eligible countries set out in clause 94.20 (Monthly International Call and SMS Allowance), while your \$199 Telstra Premium Swap Plan includes an unlimited Monthly International Call and SMS Allowance to make unlimited calls and SMS while you are in Australia to standard fixed and mobile international numbers in any country.
- 94.20 Eligible countries are listed in clause 93.25.
- 94.21 If you make non-standard international calls, or call countries which are not Eligible Countries, you will be charged extra for those calls. The rates set out in <u>Part D - Other</u> <u>Call Types of the Telstra Mobile Section of Our Customer Terms</u> will apply.

#### International Roaming

94.22 International roaming is automatically activated on new Swap Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

#### Monthly International Roaming Allowance

- 94.23 Your \$129 and \$149 Go Mobile Swap Plan, and \$199 Telstra Premium Swap Plan all include a Monthly International Roaming Allowance to make unlimited calls/SMS and 1GB (\$129 plan), 2GB (\$149 plan) and 4GB (\$199 plan) of mobile data in Eligible Roaming Countries (listed in clause 93.28).
- 94.24 If you exceed your data Monthly International Roaming Allowance, you'll be charged 3c per MB until the end of your billing period. Any mobile data used to send or receive MMS while you are in Eligible Roaming Countries will use your Monthly International Roaming Allowance.
- 94.25 If you make calls, send SMS/MMS and use data in countries other than Eligible Roaming Countries, you will be charged extra. Charges for international roaming calls/SMS/MMS

## Our Customer Terms Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

and mobile data are set out at <u>Part I – Heading Overseas (International Roaming) of the</u> <u>Telstra Mobile Section of Our Customer Terms</u>.

- 94.26 Your \$59, \$79 or \$99 Go Mobile Swap Plan have an International Day Pass activated, which for an additional charge per day lets you to make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Countries. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 94.27 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Countries; or
  - (b) choose to opt out of your International Day Pass.
- 94.28 Any unused data Monthly International Roaming Allowance and Extra Data expire at the end of each billing month (other than extra data added under clause 94.26 above).

#### Monthly Mobile Data Allowance

- 94.29 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of services on the same account as your Swap Plans which are connected to any of the Eligible Services listed in clause 93.34.
- 94.30 The combined mobile data allowance of all Eligible Services on your account is your 'Shared Monthly Mobile Data Allowance'.
- 94.31 You acknowledge and agree that any user of an Eligible Service ("**Eligible Service User**") is able to make certain changes to your account that may affect your Swap Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.

#### Extra Data

94.32 If you use more than your Shared Monthly Mobile Data Allowance, we will automatically add extra data to your Shared Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any

# Part B – Old consumer pricing plans that are no longer available for new connections

applicable charges. See clause 90.37 - 90.38 below for more information on Peace of Mind data.

- 94.33 Extra Data will be automatically added to the Eligible Service that first uses data in excess of the Shared Monthly Mobile Data Allowance and can be shared amongst Eligible Services on your account.
- 94.34 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 94.35 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 94.36 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 94.37 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 94.38 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### Changing your plan or your minimum monthly spend

94.39 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if the relevant plan is still available for recontracting.

Change	Consequence
If you move to another Swap Plan with a lower minimum monthly charge	You must restart your minimum term. You must pay an Early Termination Charge for your plan and any applicable fees included in your DLC depending upon when you change took effect, and your Device Plan Credit (if any) will cease.

## **Our Customer Terms** Telstra Mobile Section

# Part B – Old consumer pricing plans that are no longer available for new connections

Change	Consequence
If you move to another Swap Plan with a higher minimum monthly charge	You will not need to restart your minimum term (unless you take up a new handset with your plan) and no early termination charge will apply. You may keep your existing DLC.
	If you lease a new handset with your plan, you will need to restart your minimum term, pay any Early Termination Charges for your plan and any applicable fees included in your DLC depending upon when the change took effect and your Device Plan Credit (if any) will cease.
If you move from a Swap Plan to another Telstra plan or Telstra offer	You will need to restart your minimum term. You must pay an Early Termination Charge and any applicable fees included in your DLC depending upon when your change took effect and your Device Plan Credit (if any) will cease.

**Telstra Mobile Section** 

## Part B – Our current consumer pricing plans

#### Early termination charges

- 94.40 If, at any time before the end of the 24-month term (as applicable) of your Swap Plan ("**Minimum Term**"):
  - (a) you cancel your Swap Plan (other than as a result of our material breach);
  - (b) we cancel your Swap Plan in accordance the <u>General Terms for Consumer</u> <u>Customers;</u> or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 94.41 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this <u>Part B of the Telstra Mobile Section of Our Customer Terms</u>.
- 94.42 The ETC decreases over the Minimum Term. The maximum ETC for each Swap Plan is set out in the tables below. Please contact us for the amount of ETC payable.

Swap Plans	Maximum ETC (incl. GST)
	(24 month term)
\$59 Plan	\$708
\$79 Plan	\$948
\$99 Plan	\$1,188
\$129 Plan	\$1,548
\$149 Plan	\$1,788
\$199 Premium Plan	\$2,388

94.43 In addition to any ETC's, you will also have to pay any other relevant fees set out under your DLC and any Device Plan Credit you were receiving will end when your Swap Plan is cancelled.

#### At the end of your minimum term

94.44 At the end of your minimum term, your service will remain on your chosen Swap Plan and you will continue to pay the minimum monthly charge for your Swap Plan (unless you return your device or you offer to purchase your device under the terms of your DLC). You will also need to pay any other fees set out under your DLC. Part B – Our current consumer pricing plans

94.45 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Electronic Billing and Payment**

- 94.46 Your Swap Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 94.47 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 94.48 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 94.49 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

### 95 Endless Data BYO Plans

#### Availability

95.1 These plans are not available for new connections on and from 24 July 2018.

#### Eligibility

- 95.2 To be eligible for an Endless Data BYO Plan on and from 3 May 2018, you must be a new customer with a 13 digit account number.
- 95.3 The Endless Data BYO Plan is for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with the Endless Data BYO Plan and may be blocked.

**Telstra Mobile Section** 

## Part B – Our current consumer pricing plans

#### **Accessory Repayment Option**

95.4 If you have taken up the Endless Data BYO Plan, you can choose to buy mobile accessories that are compatable for use with the Endless Data BYO Plan with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### **Device Options**

- 95.5 If you have taken up the Endless Data BYO Plan, you need to bring your own ("**BYO**") compatible smartphone or purchase a Telstra Mobile Network compatible smartphone. For the best possible experience on the Telstra Mobile Network, use a smartphone that supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.
- 95.6 You may purchase a new eligible smartphone handset to use with your Endless Data BYO Plan from us, and pay off that smartphone handset over 24 month interest-free monthly payments with a Device Payment Contract (**DPC**), but you will not receive a Device Plan Credit. If you cancel your Endless Data BYO Plan or DPC before the end of your DPC 24-month term, you'll need to pay the balance of any remaining handset payments at that time in addition to any early termination charges.

	Endless Data BYO Plan
	(12 months)
Minimum monthly charge	\$69 (inc. GST)
Minimum cost over 12 months	\$828 (inc GST)
Monthly Call Allowance to standard fixed and mobile numbers Unlimited	Unlimited
SMS and MMS Allowance to standard fixed and mobile numbers Unlimited	Unlimited
Standard video messages to standard mobile numbers	Unlimited
Monthly Data Allowance (Mobile Data)	40GB
	then unlimited data with speeds capped at 1.5mbps
Mobile Data Sharing	No
MessageBank <sup>®</sup> retrieval and diversion	Unlimited
MessageBank Plus for iPhone (compatible iPhone required)	Yes

#### **Endless Data BYO Plan**

### Part B – Our current consumer pricing plans

Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	None included. PAYG or International Call Pack available to purchase
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	Not included. International Roaming Day Pass applied.

#### What you must pay each month

- 95.7 Each month you must pay us:
  - (a) the minimum monthly charge for your Endless Data BYO Plan;
  - (b) for all usage not eligible to draw from your included allowances;
  - (c) if you have a DPC, for any handset or device repayments;
  - (d) any accessory repayments under any ARO;
  - (e) any other value added services; and
  - (f) any amounts for usage outside Australia.

#### Monthly Mobile Data

- 95.8 Your Endless Data BYO Plan includes unlimited data for use in Australia comprising of:
  - (a) 40GB of data per month with uncapped speeds (Uncapped Speed Data); and
  - (b) after 40GB, data speeds will be capped at 1.5Mbps for the remainder of that month (**Capped Speed Data**).
- 95.9 When you are using Capped Speed Data:
  - (a) we may slow speeds further during busy periods to manage network congestion and ensure overall network experience; and
  - (b) if you use your phone as a hotspot during busy periods, your speeds may be slowed further during this time.
- 95.10 The speeds that you will receive when you are using Capped Speed Data are not suitable for all uses, including streaming high definition video, or use with other high speed applications.
- 95.11 You cannot share your Monthly Mobile Data with other data share services on the same account.

**Telstra Mobile Section** 

### Part B – Our current consumer pricing plans

- 95.12 When calculating mobile data volumes for your Uncapped Speed Data:
  - if the volume of data transferred is not a whole number of kilobytes, it is (a) rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Monthly Call Allowance and unlimited SMS and MMS

- 95.13 In addition to your minimum monthly charge you must pay for calls and messages that aren't eligible calls and messages.
- 95.14 You will not pay for calls and messages of the type that are included in your Monthly Call Allowance (eligible calls and messages), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - all '11' calls; (c)
  - (d) all '13' calls (6 and 10 digit);
  - all '1800' calls; (e)
  - call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area (f) code only or mobile numbers commencing with 04xx only;
  - MessageBank® diversion and retrieval charges (voice and video) within (g) Australia:
  - (h) national mobile originating text, picture and video messages; and
  - any other calls determined as eligible by us. (i)
- 95.15 Call types that are not eligible calls and messages include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - most operator assisted calls not listed above as eligible calls (eg, 1223 is not an (c) eligible call);

**Telstra Mobile Section** 

## Part B – Our current consumer pricing plans

- (d) calls, SMS and MMS to international numbers from Australia;
- (e) video calls and video messages to international numbers;
- (f) call diversions to international numbers;
- (g) all use (such as calls made and received) while overseas;
- (h) reverse charge calls;
- (i) third party content charges, WAP, GRPS and data usage;
- (j) information calls; and
- (k) any other calls determined by us not to be eligible calls.
- 95.16 You must pay for any calls that are not eligible calls and messages.

#### International Roaming

95.17 International roaming is automatically activated on your Endless Data BYO Plan (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

#### **International Day Pass**

- 95.18 Your Endless Data BYO Plan has an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Countries. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 95.19 For the purpose of clause 95.18, eligible roaming countries may change from time to time. For a current list please visit <u>International Roaming - Telstra</u>
- 95.20 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Countries; or
  - (b) choose to opt out of your International Day Pass.

Telstra Mobile Section

### Part B – Our current consumer pricing plans

#### **FairPlay Policy**

- 95.21 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Endless Data BYO Plan.
- 95.22 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

#### Early termination charges

- 95.23 If, at any time before the end of the 12-month term of your Endless Data BYO Plan ("**Minimum Term**"):
  - (a) you cancel your Endless Data BYO Plan (other than as a result of our material breach);
  - (b) we cancel your Endless Data BYO Plan in accordance the <u>General Terms for</u> <u>Consumer Customers</u>; or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 95.24 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of Part B of the Telstra Mobile Section of Our Customer Terms.
- 95.25 The ETC decreases over the Minimum Term. The maximum ETC for your Endless Data BYO Plan is set out in the table below. Please contact us for the amount of ETC payable.

Endless Data BYO Plan	Maximum ETC (incl. GST) (12 month term)
Endless Data BYO Plan	\$414

95.26 If you have taken up a DPC, when your Endless Data BYO Plan is cancelled you must pay back the balance of any remaining DPC repayments.

Telstra Mobile Section

## Part B – Our current consumer pricing plans

#### At the end of your minimum term

- 95.27 At the end of your minimum term your service will remain on your chosen Endless Data BYO Plan. You cannot move to another plan unless you recontract for another minimum term.
- 95.28 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

#### **Electronic Billing and Payment**

- 95.29 Your Endless Data BYO Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 95.30 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 95.31 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 95.32 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.)

<sup>®</sup> Registered to BPAY Pty Ltd ABN 69 079 137 518

### 96 Go Mobile Data Plus Plans

#### Availability

- 96.1 These plans are not available for new connections on and from 12 August 2018.
- 96.2 Data Plans are available as casual, 12 or 24-month plans.

Telstra Mobile Section

### Part B – Our current consumer pricing plans

#### **Device Options**

- 96.3 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a 24-month Device Payment Contract ("**DPC**").
- 96.4 Data Plans are not available with non-mobile broadband and devices including telemetry devices and mobile phones.
- 96.5 If you have taken up a 24-month Data Plan, you can purchase an eligible device on a DPC, and you may be eligible to receive a monthly credit on your monthly device repayments if you meet the criteria set out in 96.8. The DPC terms and conditions are set out in <u>Part C Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.
- 96.6 If you have chosen to bring your own Telstra Mobile Network compatible device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.

#### **Device Credit for Data Plans**

- 96.7 If you:
  - (a) purchase an eligible device on a 24-month DPC; and
  - (b) your Data Plan and your DPC commence on the same day,

you may receive a credit towards your device repayments ("**Device Credit**") each month for the 24 month term of your Data Plan.

- 96.8 We will tell you the amount of the Device Credit when you take up your Data Plan and eligible DPC.
- 96.9 The monthly device repayments (if any) on your bill are after the Device Credit has been applied.
- 96.10 If you cancel your Data Plan or your DPC, you will no longer be entitled to the Device Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("**ETC**") for your Data Plan.

#### **Accessory Repayment Option**

96.11 You can choose to buy device accessories with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in https://www.telstra.com.au/customer-terms/home-family/telstra-mobile/special-promotions.

Telstra Mobile Section

# Part B – Our current consumer pricing plans

#### **Plan options**

96.12 You can choose from the Data Plans set out in the table below.

	Go M	obile Data Plus	Plans - 12 and 24	months		
Minimum monthly charge	\$15	\$30	\$45	\$70		
Monthly Mobile Data	1GB	5GB	10GB	20GB		
Allowance	\$15         1GB (1.46c/MB)         \$180         \$180         \$180         \$360         \$10/GB to be used the \$100 Excess of the \$100 Excess of the \$100 Excess of the \$100 Excess of the \$100 Excess of the \$100 Excess of the \$	(0.59c/MB)	(0.44c/MB)	(0.35c/MB)		
Total minimum cost for 12 month plans	\$180	\$360	\$540	\$840		
Total minimum cost for 24 month plans	\$360	\$740	\$1,080	\$1,680		
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)					
Standard national SMS		25¢.	/message			
Standard video messages to mobiles in Australia		75¢.	/message			
Standard international SMS/MMS (from Australia)	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>					
Telstra New Tablet Feeling	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .					
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time					
All for	use in Australia	(excludes use o	verseas).			

	Go Mobile Data Plus Plans - Casual						
Minimum monthly charge	\$25 <b>\$40 \$</b> 55 <b>\$80</b>						
Monthly Mobile Data Allowance	1GB (2.44c/MB)	5GB (0.78c/MB)	10GB (0.54c/MB)	20GB (0.39c/MB)			
Total minimum cost for casual plans	\$25	\$40	\$55	\$80			

**Telstra Mobile Section** 

## Part B – Our current consumer pricing plans

	Go Mobile Data Plus Plans - Casual			
Extra Data	\$10/GB to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)			
Standard national SMS	25¢/message			
Standard video messages to mobiles in Australia	75¢/message			
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>			
Telstra New Tablet Feeling <sup>™</sup>	See Part C – <u>Special Promotions of the Telstra Mobile Section of Our</u> <u>Customer Terms</u> .			
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time			
All fo	or use in Australia (excludes use overseas).			

- 96.13 Your Data Plan doesn't include an SMS allowance. If you make send SMS the charges set out in the table above will apply.
- 96.14 The terms and conditions for SMS/MMS are set out in <u>Part E SMS Messages and Email</u> of the Telstra Mobile section of Our Customer Terms.

#### What you must pay each month

- 96.15 Each month you must pay us:
  - (a) the minimum monthly charge for your Data Plan;
  - (b) for data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) all usage not eligible to draw from your included allowances (for example calls and SMS);
  - (e) if you have a DPC, for any device repayments (taking into account any Device Credit, if eligible); and
  - (f) any accessory repayments under any ARO.

**Telstra Mobile Section** 

### Part B – Our current consumer pricing plans

#### Your Monthly Mobile Data Allowance and Extra Data

- 96.16 Your Monthly Mobile Data Allowance will be automatically pooled and shared with the data allowances of eligible services on the same account, including:
  - (a) other Go Mobile Data Plus Plans;
  - (b) Go Plans (Go Mobile Plans, Go Mobile Data Plans, Go Mobile BYO Plans and Go Mobile Casual Plans);
  - (c) Mobile Accelerate Data Share Plans;
  - (d) Companion Plans;
  - (e) Data Share SIM plans; and
  - (f) Everyday Connect Data Share Plans,

#### ("Eligible Services").

- 96.17 The combined mobile data allowance of all Eligible Services on your account is your 'Shared Monthly Data Allowance'.
- 96.18 You acknowledge and agree that any user of an Eligible Service ("**Eligible Service User**") is able to make certain changes to your account that may affect your Data Plan and how much you pay each month. It is your responsibility to control how the Eligible Services Users use and manage their Eligible Services.
- 96.19 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. You may use your Monthly Mobile Data Allowance to access data in Australia over the Telstra Mobile Network.
- 96.20 If you use more than your Shared Monthly Mobile Data Allowance, we will automatically add extra data to your service in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month (across the devices sharing data) ("Excess Cap"). Once you reach the Excess Cap, the service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 92.23 92.24 below for more information on Peace of Mind data.
- 96.21 Any unused Monthly Mobile Data and Extra Data expires each month.

Telstra Mobile Section

### Part B – Our current consumer pricing plans

- 96.22 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 96.23 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 96.24 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

#### **Data Packs**

- 96.25 If you need more data each month, you can purchase a Data Pack to add to your Data Plan which includes a monthly data allowance for use on the Telstra Mobile Network in Australia. Data can be shared across Eligible Services on the same account.
- 96.26 The Data Pack terms and conditions are set out in <u>Part B Our current consumer pricing</u> plans of the Telstra Mobile Section of Our Customer Terms.

#### SMS

- 96.27 As of 22 April 2020, your plan cannot be used to make or receive calls.
- 96.28 You cannot remove your SIM from your compatible tablet or mobile broadband device and insert it into a mobile handset for the purposes of accessing data over the Telstra Mobile Network with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible tablet or mobile broadband device to resume data access.
- 96.29 To access SMS capability, your SIM card must be placed in an SMS capable device. Not all tablet/mobile broadband devices have this functionality.

Telstra Mobile Section

## Part B – Our current consumer pricing plans

#### **FairPlay Policy**

96.30 Our FairPlay Policy (set out in <u>General Terms of the Telstra Mobile Section of Our</u> <u>Customer Terms</u>) applies to your Go Mobile Data Plus Plan.

#### Changing your Data Plan

96.31 If you have a 12 or 24 month plan, we may allow you to change your minimum monthly charge or move to another Data Plan during your minimum term. If we do, the terms in the table below will apply.

Change	Consequence
If you move to another Data Plan with the same minimum term and a higher monthly charge	You will not need to restart your minimum term and will not have to pay an early termination charge. You can also move back to your original plan value without paying an early termination charge.
If you move to another Data Plan with the same minimum term and a lower monthly charge	You will need to restart your minimum term, and you will also need to pay an early termination charge.
If you move from a 24-month Data Plan to another Data Plan with a 12-month minimum term or vice versa	You will need to restart your minimum term, and you will also need to pay an early termination charge and the balance of any existing DPC (if applicable).

#### **Early Termination Charges**

96.32 If you have a casual Data Plan, you can cancel your plan at any time without having to pay an early termination charge ("**ETC**") but you must pay any charges up to the point of cancellation.

## Our Customer Terms Telstra Mobile Section

### Part B – Our current consumer pricing plans

- 96.33 If you have a 12 or 24 month Data Plan, and at any time before the end of your 12 or 24month term (as applicable) ("**Minimum Term**"):
  - (a) you cancel your Data Plan (other than as a result of our material breach);
  - (b) we cancel your Data Plan in accordance the <u>General Terms for Consumer</u> <u>Customers</u> ; or
  - (c) you change your Data Plan and the table above specifies you will have to pay an ETC,

then you must pay an ETC and any costs incurred up to the point of cancellation.

96.34 If you need to pay an ETC under the terms of your plan, it will be calculated according to the following formula:

Base ETC x number of months (or part thereof) remaining in your minimum term

Total number of months in the minimum term

96.35 The ETC decreases over the Minimum Term. The maximum ETC for each Data Plan is set out in the table below. Please contact us for the amount of ETC payable.

Go Mobile Data Plus Plans	Maximum ETC (incl. GST)			
	12 month plan	24 month plan		
\$15 Plan	\$90	\$180		
\$30 Plan	\$180	\$360		
\$45 Plan	\$270	\$540		
\$70 Plan	\$420	\$840		

96.36 If you have taken up a DPC, any Device Credit you were receiving will end when your Data Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

#### At the end of your Minimum Term

96.37 If you have taken up a 12 or 24 month Data Plan, at the end of your Minimum Term (as applicable), your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other

Telstra Mobile Section

### Part B – Our current consumer pricing plans

monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new plan, you may terminate that plan by giving us notice and without being charged an ETC.

#### **Electronic Billing and Payment**

- 96.38 Your Data Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 96.39 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 96.40 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 96.41 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

#### 97 Mobile Plans

#### Not available for sale on and from 25 June 2019

#### Eligibility

- 97.1 To be eligible for a Mobile Plan you must be a new customer or an existing customer with a 13 digit account number.
- 97.2 If you are a business customer, you must provide us with proof of your ABN, ACN or ARBN
- 97.3 **Mobile BYO Plan \$49 (Companion Plan)** To be eligible to take up the Mobile BYO Plan \$49, you must be invited to take up this plan and either be:

Telstra Mobile Section

### Part B – Our current consumer pricing plans

- c. a new customer who takes up two or more eligible services on a 12 or 24 month contract in the same transaction; or
- d. an existing customer with an existing eligible primary fixed bundle service, or with two or more post-paid mobile services on their account. Existing customers cannot recontract their existing plan to a Companion Plan unless approved by us.
- 97.4 **\$49 Casual Plan** The \$49 Casual Plan is available by invitation only.

#### **Accessory Repayment Option**

97.5 If you have taken up a Mobile Plan or Mobile BYO Plan, you can choose to buy mobile accessories that are compatible for use with a Mobile Plan or Mobile BYO Plan with an Accessory Repayment Option (**ARO**). If you cancel your ARO, you'll have to pay the remaining cost of the accessories. The ARO terms and conditions are set out in <u>Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms</u>.

#### Availability

- 97.6 Mobile Plans are available until withdrawn by us. To connect your existing Telstra mobile service to a Mobile Plan, you must cancel your current plan and pay us any applicable early termination charge.
- 97.7 Mobile Plans are available as a:
  - (a) **24 month handset plan (Mobile Plan):** You must purchase an eligible handset on a 24-month Device Payment Contract ("**DPC**").
  - (b) **24 month handset plan (Ultimate Mobile Plan):** You must purchase an eligible handset on a 24-month Device Payment Contract.
  - (c) **12 month BYO Plan (Mobile BYO Plan):** You bring your own compatible handset or purchase a compatible handset from us.

#### **Device Options**

- 97.8 Telstra Mobile Plans are for personal use with compatible smartphones only. Other devices including tablets or mobile broadband devices are not eligible for use with Mobile Plans and may be blocked.
- 97.9 If take up a Mobile Plan, you must purchase an eligible device on a DPC, and you may be eligible to a Device Plan Credit (as defined in clause 93.11) if you meet the criteria set out in clause 93.11. The DPC terms and conditions are set out in <u>Part C Special Promotions</u> of the Telstra Mobile Section of Our Customer Terms.

**Telstra Mobile Section** 

### Part B – Our current consumer pricing plans

- 97.10 If you have taken up a Mobile BYO Plan, you need to bring your own ("**BYO**") compatible handset or purchase a Telstra Mobile Network compatible handset. For the best possible experience on the Telstra Mobile Network, use a handset that supports 3G-850MHz and both 4G 1800MHz and 4G 700MHz banding. Check your device manual or manufacturer's website.
- 97.11 You can also take up a DPC for a handset if you take up a Mobile BYO Plan or a \$49 Casual Plan, but you will not receive a Device Plan Credit, unless approved by us.

#### **Device Plan Credit for Mobile Plans and Ultimate Mobile Plan**

- 97.12 If you:
  - (a) purchase an eligible handset on a 24-month DPC; and
  - your Mobile Plan or Ultimate Mobile Plan and your DPC commence on the same (b) day,

you may receive a credit towards your handset repayments ("Device Plan Credit") each month for the minimum term of your Mobile Plan.

- 97.13 We will tell you the amount of the Device Plan Credit when you take up your Mobile Plan and eligible DPC.
- 97.14 The monthly device repayments (if any) on your bill are the monthly amount you owe after the Device Plan Credit has been applied.
- 97.15 If you cancel your Mobile Plan or your DPC, you will no longer be entitled to the Device Plan Credit and you must pay the balance of any remaining device repayments in addition to any early termination charge ("ETC") for your Mobile Plan.

#### Page 534 of 575

# **Telstra Mobile Section**

Part B – Our current consumer pricing plans

#### **Telstra Mobile Plan options**

97.16 You can choose from the Telstra Mobile Plans set out in the tables below.

#### **Mobile Plans**

	Mobile Plans     Ultimate Mobile F       (24 months)     (24 months)				
Minimum monthly charge	\$59	\$79	\$99	\$129	\$199
Minimum cost over 24 months	\$1,416	\$1,896	\$2,376	\$3,096	\$4,776
Monthly Call Allowance to standard fixed and mobile numbers	Unlimited				
Monthly SMS and MMS Allowance to standard fixed and mobile numbers	Unlimited				
Monthly Data Allowance (Mobile Data) (non-shared)	3GB	10GB	30GB	60GB	Unlimited GB
	Opt-in to Peace of N	1ind data for additional \$10/	mth until cancelled	Included at no additional cost	N/A
Peace of Mind data (non-shared)	Peace of mind data: After your Monthly Data Allowance is consumed, data speeds are capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. FairPlay policy applies. For use in Australia.				slowed further during busy
Extra Data (non-shared)				Opt-out of Peace of Mind data and switch to Extra Data at \$10/GB auto added in 1GB blocks for	N/A

**Telstra Mobile Section** 

		Mobile Plans (24 months)				
Minimum monthly charge	\$59	\$79	\$99	\$129	\$199	
	\$10/GB auto added in 1GB blocks for use until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)use until the end of your billing month (until you 					
MessageBank® retrieval and diversion	Included					
MessageBank Plus for iPhone (compatible iPhone required)	Included at not cost					
Included Content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time					
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 destinations. See <u>Part D – Other Call Types of the Telstra Mobile</u> Section of Our Customer Terms			15 Destinations	Unlimited to all destinations	
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations. For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> .			Unlimited calls and SMS, and 2GB of mobile data. To use in Eligible Roaming De \$10/1GB auto added in 1GB		

**Telstra Mobile Section** 

		Ultimate Mobile Plan (24 months)				
Minimum monthly charge	\$59	\$79	\$99	\$129	\$199	
Telstra New Phone Feeling <sup>®</sup> Redemption		\$149 - See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.				
Telstra New Phone Feeling is not available to customers that take up a device payment contract on and from 14 January 2020	\$149 - See Part C					
StayConnected Advanced <sup>™</sup>		Optional \$15/month				
Unlimited Telstra Air® WI-fi Data Allowance	Included					
	All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible destinations, International call/SMS rates will apply. Eligible Destinations are Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam.					

Page 537 of 575

**Telstra Mobile Section** 

Part B – Our current consumer pricing plans

#### **Mobile BYO Plans**

	Mobile BYO Plans (12 months)				Companion Mobile BYO Plan \$49 (12 months)
Minimum monthly charge	\$29	\$49			
Minimum cost over 12 months	\$348	\$588	\$828	\$1,068	\$588
Monthly Call Allowance to standard fixed and mobile numbers	Unlimited				Unlimited
SMS and MMS Allowance to standard fixed and mobile numbers			Unlimited	d	
	Mobile BYO Plans (12 months)				Companion Mobile BYO Plan \$49 (12 months)
Standard video messages to standard mobile numbers	Unlimited				
Monthly Data Allowance (Mobile Data) (non-shared)	1GB	15GB	30GB	60GB	15GB

**Telstra Mobile Section** 

		Companion Mobile BYO Plan \$49 (12 months)			
Minimum monthly charge	\$29 \$49 \$69 \$89			\$49	
Peace of Mind data (non-shared)	Not Available		Included at no additional cost Peace of mind data: After your Monthly Data Allow consumed, data speeds are capped at 1.5Mbps (which is not suitable for HD vide high speed applications, and means that some webpages, video/social media co may take longer to load) and slowed further during busy periods. For personal us smartphone only. FairPlay Policy applies. For use in Australia.		
Extra Data (non-shared)	<ul> <li>\$10/GB auto added in 1GB blocks for use until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)</li> <li>If you opt-out of Peace of Mind data and use more Extra Data at \$10/GB auto added in 1GB blocks for month (until you reach the \$100 Excess Cap, when of Mind data)</li> </ul>			for use until the end of your billing n your service will be shaped to Peace	
MessageBank <sup>®</sup> retrieval and diversion	Included				
MessageBank Plus for iPhone (compatible iPhone required)	Included				
Included Content	Telstra may include extr	ra content or value add se	rvices within your plan fr available for a lim		content or value add services may be

**Telstra Mobile Section** 

	Mobile BYO Plans (12 months)				Companion Mobile BYO Plan \$49 (12 months)
Minimum monthly charge	\$29	\$49			
	Mobile BYO Plans (12 months)				Companion Mobile BYO Plan \$49 (12 months)
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 destinations. See <u>Part D – Other Call Types of the Telstra</u> <u>Mobile Section of Our Customer Terms</u>			Eligible destinations	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 Eligible Destinations. See <u>Part D – Other Call Types of the</u> <u>Telstra Mobile Section of Our</u> <u>Customer Terms</u>
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use in Eligible Roaming Destinations For charges and a list of Eligible Roaming Destinations visit			Unlimited calls and SMS, and 2GB of mobile data. To use in Eligible Roaming Destinations. Extra Data \$10/1GB auto	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use in Eligible Roaming Destinations

Page 540 of 575

**Telstra Mobile Section** 

	Mobile BYO Plans (12 months)				Companion Mobile BYO Plan \$49 (12 months)	
Minimum monthly charge	\$29	\$49				
		added in 1GB blocks to use with 31 days.				
		Mobile BYO Plans (12 months)				
Unlimited Telstra Air® Allowance	Included					
StayConnected Advanced™	Optional \$15/month					
Telstra New Phone Feeling <sup>®</sup> Redemption (only with DPC)	\$149					
Telstra New Phone Feeling is not available to customers that take up a device payment contract on and from 14 January 2020						

# **Telstra Mobile Section**

## Part B – Our current consumer pricing plans

	Mobile BYO Plans (12 months)			Companion Mobile BYO Plan \$49 (12 months)	
Minimum monthly charge	\$29	\$49	\$69	\$89	\$49
All to standard Australian numbers and all for use in Australia unless stated otherwise. If you use your International calls/SMS Allowance for things not included in your allowance or to call non-eligible destinations, International call/SMS/MMS rates will apply. Eligible Destinations are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam.					

### Mobile Casual Plan \$49

	Mobile Casual Plan \$49
Minimum monthly charge	\$49
Monthly Call Allowance to standard fixed and mobile numbers	Unlimited
SMS and MMS Allowance to standard fixed and mobile numbers	Unlimited
Standard video messages to standard mobile numbers	Unlimited

**Telstra Mobile Section** 

# Part B – Our current consumer pricing plans

	Mobile Casual Plan \$49
Minimum monthly charge	\$49
Monthly Data Allowance (Mobile Data) (non-shared)	15GB
Peace of Mind data (non-shared)	Not Available
Extra Data (non-shared)	\$10/GB auto added in 1GB blocks for use until the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)
MessageBank <sup>®</sup> retrieval and diversion	Included
MessageBank Plus for iPhone (compatible iPhone required)	Included
Included Content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time
Monthly International Calls and SMS Allowance to standard fixed and mobile numbers (from Australia)	Standard PAYG rates apply or add a \$10/mth International Call Pack for Unlimited Calls/SMS to standard numbers in 15 destinations. See <u>Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms</u>
Monthly International Roaming Allowance to standard fixed and mobile numbers (while overseas)	International Day Pass for an additional charge per day, unlimited calls/SMS and 1GB/day of data to use in Eligible Roaming Destinations For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> .

Page 543 of 575

**Telstra Mobile Section** 

Part B – Our current consumer pricing plans

	Mobile Casual Plan \$49
Minimum monthly charge	\$49
Unlimited Telstra Air® Allowance	Included
StayConnected Advanced™	Optional \$15/month
Telstra New Phone Feeling® Redemption (only with DPC)	Not available on the \$49 Casual Plan
Telstra New Phone Feeling is not available to customers that take up a device payment contract on and from 14 January 2020	
All to stan	dard Australian numbers and all for use in Australia unless stated otherwise.

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

### What you must pay each month

- 97.17 Each month you must pay us:
  - (a) the minimum monthly charge for your Telstra Mobile Plan;
  - (b) for all usage in excess of your included allowances;
  - (c) for all usage not eligible to draw from your included allowances;
  - (d) for any Extra Data;
  - (e) for Peace of Mind data (if available to add as an option with your plan and you have chosen to opt-in)
  - (f) if you have a DPC, for any handset or device repayments (taking into account any Device Plan Credit, if eligible);
  - (g) any additional Companion Plans you may take up (if eligible);
  - (h) any accessory repayments under any ARO; and
  - (i) any other value added services; and
  - (j) any amounts for usage outside Australia.

### Monthly Call Allowance and unlimited SMS and MMS

- 97.18 In addition to your minimum monthly charge you must pay for:
  - (a) subject to clause 93.16 any eligible calls in excess of your Monthly Call Allowance; and
  - (b) calls and messages that aren't standard calls and messages.
- 97.19 You will not pay for calls of the type that are included in your Monthly Call Allowance ("eligible calls"), which are:
  - (a) standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles);
  - (b) most '12' calls (excluding the 12 numbers below);
  - (c) all '11' calls;
  - (d) all '13' calls (6 and 10 digit);

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- (e) all '1800' calls;
- (f) call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only;
- (g) MessageBank® diversion and retrieval charges (voice and video) within Australia;
- (h) national mobile originating text, picture and video messages; and
- (i) any other calls determined as eligible by us.
- 97.20 Call types that are not eligible calls include:
  - (a) calls/SMS to premium numbers (such as 19xx and 0055 calls and Wake-up and Reminder calls);
  - (b) calls to 1234, 12455 and 12456;
  - (c) most operator assisted calls not listed above as eligible calls (eg, 1223 is not an eligible call);
  - (d) calls and SMS to international numbers from Australia (unless your Telstra Mobile Plan includes a Standard International Call and SMS Allowance);
  - (e) video calls and video messages to international numbers;
  - (f) call diversions to international numbers;
  - (g) all use (such as calls made and received) while overseas (unless your Telstra Mobile Plan includes a Monthly International Roaming Allowance);
  - (h) reverse charge calls;
  - (i) third party content charges, WAP, GRPS and data usage;
  - (j) information calls; and
  - (k) any other calls determined by us not to be eligible calls.
- 97.21 You must pay for any calls that are not eligible calls.

### Monthly International Call and SMS Allowance (from Australia)

97.22 Your \$99 and \$129 Mobile Plan, \$69 and \$89 Mobile BYO Plan all include a Monthly International Call and SMS Allowance to make unlimited calls and SMS to standard international fixed and mobile numbers made while you are in Australia to the 15 Eligible

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

Destinations set out in clause 93.25 (**Monthly International Call and SMS Allowance**), while your \$199 Ultimate Mobile Plan includes a Monthly International Call and SMS Allowance to make unlimited calls, and SMS while you are in Australia to standard fixed and mobile international numbers in any destinations.

- 97.23 Eligible destinations are: Bangladesh, Canada, China, Hong Kong, India, Lebanon, Malaysia, New Zealand, Pakistan, Singapore, South Korea, Sri Lanka, UK, USA and Vietnam ("**Eligible Destinations**").
- 97.24 If you make non-standard international calls, or call destinations which are not Eligible Countries, you will be charged extra for those calls. The rates set out in <u>Part D - Other</u> <u>Call Types</u> of the Telstra Mobile Section of Our Customer Terms will apply.

### **International Roaming**

97.25 International roaming is automatically activated on new Telstra Mobile Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.

### **Monthly International Roaming Allowance**

97.26 Your \$129 Mobile Plan, \$89 Mobile BYO Plan and \$199 Ultimate Mobile Plan include a Monthly International Roaming Allowance to make unlimited calls/SMS and 2GB (\$129 and \$89 plan) and 10GB (\$199 plan) of mobile data in the following overseas destinations:

Argentina, Austria, Bangladesh, Belarus, Belgium, Brazil, Brunei, Bulgaria, Cambodia, Canada, Chile, China, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, Egypt, Estonia, Fiji, Finland, France, Germany, Greece, Guatemala, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Laos, Latvia, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Mexico, Nauru, Netherlands, New Zealand, Norway, Papua New Guinea, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Rep., Slovenia, Solomon Islands, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, Ukraine, UAE, UK, USA, Uruguay, Vanuatu and Vietnam (each an "**Eligible Roaming Destinations**").

The list of Eligible Roaming Destinations may change from time to time. For a current list please visit <u>telstra.com/overseas</u>

97.27 If you exceed your data Monthly International Roaming Allowance, you'll be charged \$10 or each additional 1GB block to use within 31 days. Any mobile data used to send or

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

receive MMS while you are in Eligible Roaming Destinations will use your Monthly International Roaming Allowance.

- 97.28 If you make calls, send SMS/MMS and use data in destinations other than Eligible Roaming Destinations, you will be charged extra. Charges for international roaming calls/SMS/MMS and mobile data are set out at Part I – Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 97.29 Your \$59, \$79 or \$99 Mobile Plan, \$29, \$49 and \$69 Mobile BYO Plan, Companion Mobile BYO Plan \$49, all have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 97.30 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Destinations; or
  - (b) choose to opt out of your International Day Pass.
- 97.31 Any unused data Monthly International Roaming Allowance and Extra Data expire at the end of each billing month.

### Monthly Mobile Data Allowance

97.32 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of services on the same account as your Telstra Mobile Plans.

### Extra Data

97.33 For the \$59, \$79 and \$99 Mobile Plans and the \$29 and \$49 Mobile BYO Plans and Mobile Casual Plan \$49, if you use more than your Monthly Mobile Data Allowance in a month, we will automatically add extra data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ("Extra Data"). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

applicable charges. See clause 93.39 - 93.43 below for more information on Peace of Mind data.

- 97.34 For the \$129 Mobile Plan and the \$69 and \$89, if you choose to opt out of Peace of Mind Data and you use more than your Monthly Mobile Data Allowance in a month, we will automatically add Extra Data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 93.39 93.43 below for more information on Peace of Mind data.
- 97.35 Extra Data cannot be shared amongst Eligible Services on your account.
- 97.36 Extra Data can only be used in Australia, if you use your service overseas, additional charges will apply.
- 97.37 Any unused Monthly Mobile Data Allowance and Extra Data expire at the end of each billing month.
- 97.38 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

#### Peace of Mind data

- 97.39 For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 97.40 Peace of Mind data:
  - (a) is included with the \$129 Mobile Plan, \$69 and \$89 Mobile BYO Plans, and Mobile BYO Plan \$49; and

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- (b) can be added to the \$59, \$79 or \$99 Mobile Plans for an additional \$10/mth until cancelled. You will be charged for Peace of Mind data each month until you cancel even if you don't use all your Monthly Mobile Data Allowance in a month.
- 97.41 For the \$129 Mobile Plan, \$69 and \$89 Mobile BYO Plans, and Mobile BYO Plan \$49, you can choose to opt-out of Peace of Mind data once every 30 days, and will then pay Extra Data at \$10/1GB.
- 97.42 If you do not add Peace of Mind Data to the \$59, \$79 or \$99 Mobile Plan, you will be charged Extra Data if you use more than your Monthly Mobile Data Allowance in a month.
- 97.43 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### **FairPlay Policy**

- 97.44 Our FairPlay Policy (set out in the <u>General Terms for Consumer Customers</u>) applies to your Telstra Mobile Plan.
- 97.45 You must comply with our FairPlay Policy and not use your service in an unacceptable, unreasonable or fraudulent manner, or in a way that detrimentally interferes with the integrity of, or causes significant congestion to, the network. We may take action if you breach the FairPlay Policy, including suspending or cancelling your service.

### Changing your plan or your minimum monthly spend

97.46 If we allow you to change your original minimum monthly spend or move to another inmarket plan during your minimum term the terms in the table below will apply. If your change requires you to restart your minimum term, you may do so only if Telstra Mobile Plans are still available for recontracting.

Change	Consequence
If you move to the same type of Telstra Mobile Plan (i.e. BYO Plan to BYO Plan) with a lower minimum monthly charge	You must restart your minimum term, pay the balance of any DPC, an early termination charge.
If you move to the same type of Telstra Mobile Plan (i.e. BYO Plan to BYO Plan) with a higher minimum monthly charge	You will not need to restart your minimum term and no early termin charge will apply.

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

Change	Consequence
If you move from a Mobile Plan with a DPC to a Mobile Plan with a DPC with a higher minimum monthly charge	If you transfer your existing DPC onto a Mobile Plan of a higher va will not need to restart your minimum term and no early termination will apply. There will be no change to your original DPC or Device Credit (if applicable).
	If you take up a new eligible handset on a DPC with your new Mob you will need to restart your minimum term, pay the balance of any DPC, and you will also need to pay an early termination charge.
If you move from a Mobile BYO Plan to a Mobile Plan with a DPC	You must restart your minimum term and pay an early termination of
If you move from a Mobile Plan with a DPC to a Mobile BYO Plan	You must restart your minimum term. You must pay the balance of DPC and your Device Plan Credit (if any) will cease, and you must early termination charge.
If you move from a Telstra Mobile Plan to another Telstra plan or Telstra offer	You must pay an early termination charge and the balance of your I your Device Plan Credit (if any) will cease.

### Early termination charges

- 97.47 If, at any time before the end of the 12-month or 24-month term (as applicable) of your Telstra Mobile Plan ("**Minimum Term**"):
  - (a) you cancel your Telstra Mobile Plan (other than as a result of our material breach);
  - (b) we cancel your Telstra Mobile Plan in accordance with the <u>General Terms for</u> <u>Consumer Customers</u>; or
  - (c) you change your minimum monthly spend and the table above specifies you will have to pay an early termination charge,

then you must pay an early termination charge ("ETC") and any costs incurred up to the point of cancellation.

- 97.48 The amount of any ETC payable is calculated in accordance with the formula in clause 3 of this <u>Part B of the Telstra Mobile Section of Our Customer Terms</u>.
- 97.49 The ETC decreases over the Minimum Term. The maximum ETC for each Telstra Mobile Plan is set out in the tables below. Please contact us for the amount of ETC payable.

Mobile Plans	Maximum ETC (incl. GST)		
	(24 month term)		

Telstra Mobile Section

Part B – Old Consumer Pricing Plans that are no longer available for new connections

\$59 Plan	\$708	
\$79 Plan	\$948	
\$99 Plan	\$1,188	
\$129 Plan	\$1,548	
\$199 Ultimate Mobile Plan	\$2,388	

Mobile BYO Plans	Maximum ETC (incl. GST)		
	(12 month term)		
\$29 Plan	\$174		
\$49 Plan	\$294		
\$69 Plan	\$414		
\$89 Plan	\$534		
Companion Mobile BYO Plan \$49			
\$49 Plan	\$294		

97.50 If you have taken up a DPC, any Device Plan Credit you were receiving will end when your Mobile Plan is cancelled and you must pay back the balance of any remaining DPC repayments.

## At the end of your minimum term

- 97.51 At the end of your minimum term your service will remain on your chosen Telstra Mobile Plan, however if you are on a Mobile Plan, you will no longer be entitled to the Device Plan Credit. You cannot move to another Telstra Mobile Plan unless the plans are still available for recontracting and you recontract for another minimum term.
- 97.52 At any time, after the end of your minimum term we may roll your service over to any other current plan which is reasonably comparable or require you to move to any other current plan. We will tell you before this happens.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

### **Electronic Billing and Payment**

- 97.53 Your Telstra Mobile Plan requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 97.54 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 97.55 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via My Account on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 97.56 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

## 98 Mobile Data Plan 10GB

### Availability – for customers who first acquired the service before 12 March 2019

- 98.1 The Mobile Data Plan 10GB is a month to month Telstra Mobile Network service available until withdrawn by us.
- 98.2 To be eligible for the Mobile Data Plan 10GB, you need a 13 digit account number and a compatible eSIM enabled device that runs Microsoft Windows 10 (version RS5 or later) ("**Compatible Device**").
- 98.3 To sign up to the Mobile Data Plan 10GB, you must use the Mobile Plans application on your Compatible Device.

# Availability – for customers who first acquired the service on or after 12 March 2019

98.4 The Mobile Data Plan 10GB is a month to month Telstra Mobile Network service available until withdrawn by us.

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- 98.5 To be eligible for the Mobile Data Plan 10GB, you need a 13 digit account number and must use a compatible eSIM enabled device that runs Microsoft Windows 10 (version RS5 or later) ("**Compatible Device**"). To sign up to the Mobile Data Plan 10GB, you must use the Mobile Plans application on your Compatible Device.
- 98.6 You must only connect to the Mobile Data Plan 10GB using a Compatible Device. Using a non-Compatible Device to connect to the Mobile Data Plan 10GB is using the service in a way which we reasonably believe is fraudulent, and is considered to be a material breach of Our Customer Terms.

### Terms applicable to all Mobile Data Plan 10GB customers

### Compatibility

- 98.7 You must bring your own Compatible Device or purchase a Compatible Device from us.
- 98.8 The Mobile Data Plan 10GB is for use with a Compatible Device only.
- 98.9 If you have chosen to bring your own Telstra Mobile Network Compatible Device, to ensure you get the best possible experience on the Telstra Mobile Network, be sure to check that your device is Telstra Mobile Network compatible and supports 3G-850MHz or both 4G 1800MHz and 4G 700MHz banding, so that you can enjoy the full benefits of your service.
- 98.10 The Mobile Data Plan 10GB is not compatible with any other tablet or MBB offers.

### Plan details

98.11 The following details apply to the Mobile Data Plan 10GB:

Mobile Data Plan 10GB (month to month)		
Minimum monthly charge	\$10	
Monthly Mobile Data Allowance (non-shared)	10GB (0.1c/MB)	
Total minimum cost for service	\$10	
Extra Data (non-shared)	\$10/GB auto added in 1GB blocks to be used by the end of your billing month (until you reach the \$100 Excess Cap, when your service will be shaped to Peace of Mind data)	
Peace of Mind data (non- shared)	Add to your service for an additional \$10/mth When added, Peace of Mind Data replaces Extra Data Peace of Mind Data: After your Monthly Data Allowance is consumed, data speeds are capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media	

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

	content and may take longer to load) and slowed further during busy periods. For use in a Compatible Device only. FairPlay Policy applies. For use in Australia.	
Standard national SMS	25¢/message sent per recipient	
Standard national MMS	50¢/message sent per recipient	
Standard international SMS/MMS	Standard rates apply. See <u>www.telstra.com.au/customer-terms/home-</u> <u>family/telstra-mobile/sms-messages-and-e-mail</u>	
Monthly International	International Day Pass	
Roaming Allowance to standard fixed and mobile numbers (while overseas)	For an additional charge per day, unlimited SMS and 1GB/day of data to use that day while in Eligible Roaming Destinations.	
	For charges and a list of Eligible Roaming Destinations visit <u>telstra.com/overseas</u> .	
Included content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time	
Unlimited Telstra Air® Allowance	Included	
All for use in Australia (except international roaming).		

- 98.12 Your Mobile Data Plan 10GB does not include an SMS allowance. If you send an SMS the charges set out in the table above will apply.
- 98.13 The terms and conditions for SMS/MMS are set out in Part E SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms.

### What you must pay each month

- 98.14 Each month you must pay us:
  - (a) the minimum monthly charge for your Mobile Data Plan 10GB;
  - (b) any data you use in excess of your Monthly Mobile Data Allowance;
  - (c) any Extra Data;
  - (d) any Peace of Mind data (if you have chosen to opt-in);
  - (e) all usage not eligible to draw from your included allowances (for example calls and SMS); and

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

(f) any amounts for usage outside Australia.

### **International Roaming**

- 98.15 International roaming is automatically activated on your Mobile Data Plan 10GB (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. See <u>Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.</u>
- 98.16 If you make calls, send SMS and use data in countries other than Eligible Roaming Destinations, you will be charged extra. Charges for international roaming calls/SMS/MMS and mobile data are set out at <u>Part I – Heading Overseas (International</u> <u>Roaming) of the Telstra Mobile Section of Our Customer Terms</u>.
- 98.17 The Mobile Data Plan 10GB has an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 1GB data for use each day (AEST) when travelling in Eligible Roaming Destinations.

The list of Eligible Roaming Destinations may change from time to time. For a current list please visit <u>telstra.com/overseas</u>.

- 98.18 If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to Part I Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.
- 98.19 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
  - (a) use your mobile outside of Eligible Roaming Countries; or
  - (b) choose to opt out of your International Day Pass.

### Your Monthly Mobile Data Allowance and Extra Data

- 98.20 Your Monthly Mobile Data Allowance cannot be shared with the data allowances of eligible services on the same account.
- 98.21 Your Monthly Mobile Data Allowance excludes content charges (including third party charges) and use while overseas. Your Monthly Mobile Data Allowance is for use in Australia.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- 98.22 If you use more than your Monthly Mobile Data Allowance in a month, we will automatically add Extra Data to your Monthly Mobile Data Allowance in blocks of 1GB, and you'll be charged \$10 per block (even if you only use part of that block) ('Extra Data'). You must pay us the excess charges up to an excess cap amount of \$100 per month per service ("Excess Cap"). Once you reach the Excess Cap, your service will be shaped to Peace of Mind data for the remainder of your billing period. Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. See clause 94.26 94.27 below for more information on Peace of Mind data.
- 98.23 Any unused Monthly Mobile Data Allowance and Extra Data expires each month.
- 98.24 When calculating mobile data volumes:
  - (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

### Peace of Mind data

- 98.25 You can add Peace of Mind data to your Mobile Data Plan 10GB for \$10/mth. For Peace of Mind data, if you use more than your Monthly Mobile Data Allowance in a month, you will continue to receive additional data with speeds capped at 1.5Mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content and may take longer to load). We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 98.26 Peace of Mind Data can only be used in Australia. If you use your service overseas, additional charges will apply.

### SMS

98.27 To access SMS capability, you must be using an eSIM tablet/2-in-1 PC SMS capable Compatible Device. Not all eSIM tablet/2-in-1 PC devices have this functionality.

### Your data if your service is cancelled

98.28 If you cancel your Mobile Data Plan 10GB service (other than as a result of our material breach) or we cancel the service as a result of your material breach, all unused data or credit in your account will remain with us.

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

## **FairPlay Policy**

98.29 Our FairPlay Policy (set out in General Terms of the Telstra Mobile Section of Our Customer Terms) applies to your Mobile Data Plan 10GB.

### **Electronic Billing and Payment**

- 98.30 Your Mobile Data Plan 10GB requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 98.31 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;
  - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
  - (c) Australian Government Health Care Card Holder customers; and
  - (d) customers who do not have an email address or internet access.
- 98.32 **Paperless Bill**: You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Consumer Customers section of Our Customer Terms.
- 98.33 **Electronic Payment**: You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) \* *Registered to BPAY Pty Ltd ABN 69 079 137 518*

## 99 International Frequent Traveller Data Plans

### What are International Frequent Traveller Data Plans?

99.1 With our International Frequent Traveller Data Plans, you get a monthly data allowance towards data usage on your Telstra Post-Paid Mobile, Tablet or Telstra Mobile Broadband® service in selected countries ("**Included Allowance**").

### Availability

99.2 On and from 7 April 2013, International Frequent Traveller Data Plans are only available to eligible Telstra Post-Paid Mobile, Tablet customers or Telstra Mobile Broadband

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

customers with a 10 digit account number that have International Roaming on their service.

- 99.3 International Frequent Traveller Data Plans purchased on and from 8 May 2013 have a minimum 6 month fixed term.
- 99.4 International Frequent Traveller Data Plans are not available to BigPond® Mobile Broadband, customers who receive an International Roaming Discount, International Roaming Data Group Plan customers or Telstra Wholesale customers or for resale.

### \$150 and \$180 Telstra Business Mobile PLUS Plan Customers

99.5 On and from 31 May 2012 if you have Telstra Business Mobile PLUS plan with a \$150 or \$180 Monthly Fee, you can't take up a new International Frequent Traveller Data Plan.

### **All-4-Biz Unlimited Plan Customers**

- 99.6 On and from 31 May 2012 the Included Allowance will not be compatible with the allowance for international roaming included in the All-4-Biz Unlimited Plan (with a \$150 monthly access fee). If you have an All-4-Biz Unlimited Plan and you take up a new International Frequent Traveller Data Plan on or after 31 May 2012, you won't be able to use the allowance for international roaming included in your All-4-Biz plan.
- 99.7 This offer is not available with any other offers unless otherwise specified by us

### **Selected countries**

99.8 On and from 1<sup>st</sup> August 2017, you can only use your Included Allowance in the following countries:

Argentina	Denmark	Ireland	Papua New Guinea	Sweden
Aigentina	Deninark		Guinea	Sweden
Austria	Egypt	Israel	Philippines	Switzerland
Bangladesh	Fiji	Italy	Portugal	Taiwan
Brazil	France	Japan	Russian Federation	Thailand
Cambodia	Germany	Malaysia	Saudi Arabia	Turkey
Canada	Greece	Mexico	Singapore	UK
Chile	Hong Kong	Netherlands	Slovak Rep	United Arab Emirates
China	Hungary		South Africa	USA
Croatia	India	New Zealand	South Korea	Vanuatu

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

Czech				
Republic In	Idonesia	Norway	Spain	

### Pricing

99.9 On and from 14 October 2013 you can choose from the following International Frequent Traveller Data Plans:

Monthly plan charge	Included Allowance
\$29	200MB
\$85	600MB
\$160	1.2GB
\$350	3GB

99.10 On and from 14 October 2013, existing customers on the \$550, \$1,050 and \$1,800 International Frequent Traveller Data Plans purchased before 14 October 2013, receive the following Included Allowances:

Monthly plan charge	Included Allowance		
\$550	5GB		
\$1,050	10GB		
\$1,800	20GB		

99.11 These International Frequent Traveller Data Plans are no longer available after 13 October 2013:

Monthly plan charge	Included Allowance for data usage (calculated per KB)
\$29	\$614.40 (equal to 40MB)
\$85	\$1843.20 (equal to 120MB)

## Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

\$160	\$3686.40 (equal to 240MB)
\$350	\$9216 (equal to 600MB)
\$550	\$15,728.64 (equal to 1GB)
\$1,050	\$31,457.28 (equal to 2GB)
\$1,800	\$62,914.56 (equal to 4GB)

- 99.12 The monthly plan charge will be billed to your relevant Telstra account each month.
- 99.13 You can't use your Included Allowance towards:
  - (a) content charges;
  - (b) for data used while in Australia, or in overseas destinations other than those listed in clause 4.8 above;
  - (c) making/receiving calls;
  - (d) sending SMS overseas; or
  - (e) The MMS Event Fee component of charges for an MMS sent overseas.

You must pay for such usage in addition to your monthly International Frequent Traveller Data Plan charge and other standard charges. For further details on international roaming charges see clause 2.7 of this Part I.

When you have used your Included Allowance, you must pay for further data usage at the standard International Roaming data rates set out in clause 2 of this Part I.

- 99.14 Any unused Included Allowance will expire at the end of each month and will not carry over into the next month.
- 99.15 If you purchase a plan part way through a month, the monthly plan charge will be prorated according to days the plan was active in that month. If you use all of your Included Allowance, you will also be charged for any data usage above that amount at the standard International Roaming data rates set out in clause 2 of this Part I.
- 99.16 You can't have more than one International Frequent Traveller Data Plan associated with a Telstra Post-Paid Mobile, Tablet or Telstra Mobile Broadband service at any one time.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

## **Cancellation of International Frequent Traveller Data Plans**

- 99.17 If you purchased your International Frequent Traveller Data Plan on and from 8 May 2013, your plan will be for a minimum term for 6 months. You may terminate your plan at any time during your plan term however if you do, we may charge you an Early Termination Charge (ETC). Your ETC will be calculated according to the following formula: monthly fee x number of months (or part thereof) remaining in your minimum term x 90%.
- 99.18 If you purchased your International Frequent Traveller Data Plan before 8 May 2013, your plan will be a casual plan and will continue on a month to month basis until you cancel it. You may cancel your International Frequent Traveller Data Plan at any time without any early termination charges.
- 99.19 Once your minimum term (if any) expires, and you cancel your plan part way through a month your monthly International Frequent Traveller Data Plan charge and Included Allowance for that month will be pro-rated according to the days the plan was active in that month.

## **100** International Casual Traveller Data Packs

### What are International Casual Traveller Data Packs?

100.1 With our International Casual Traveller Data Packs, you get a one off allowance to use towards data usage on your Telstra Post-Paid Mobile, Tablet or Telstra Mobile Broadband service in selected countries for 30 days from the date of purchase ("Included Allowance").

## Availability

- 100.2 On and from 9 December 2014, International Casual Traveller Data Packs are available to:
  - (a) Telstra Consumer and Small Business customers with:
    - (i) a Telstra Mobile Broadband service or a Telstra Tablet service; and
    - (ii) International Roaming on their service.
  - (b) Telstra Managed Business and Enterprise and Government customers with:
    - (i) a Telstra Post Paid mobile service, a Telstra Tablet service or a Telstra Mobile Broadband service, and
    - (ii) International Roaming on their service.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

100.3 International Casual Traveller Data Packs are not available to BigPond Mobile Broadband customers, International Roaming Data Group Plan customers, customers who receive an International Roaming Discount, Telstra customers who are not listed in 5.2 above, Telstra Wholesale customers or for resale.

## \$150 and \$180 Telstra Business Mobile PLUS Plan customers

100.4 On and from 31 May 2012 if you have Telstra Business Mobile PLUS plan with a \$150 or \$180 Monthly Fee, you can't take up a new International Casual Traveller Data Pack.

## **Unlimited All-4-Biz Plan Customers**

100.5 On and from31 May 2012 the Included Allowance will not be compatible with the allowance for international roaming included in the All-4-Biz Unlimited Plan (with a \$150 monthly access fee). If you have an All-4-Biz Unlimited Plan and you take up a new International Casual Traveller Data Pack on or after 31 May 2012 you won't be able to use the allowance for international roaming included in your All-4-Biz plan.

## **Selected countries**

100.6 On and from 1<sup>st</sup> August 2017 you can use your Included Allowance in the following countries:

			Papua New	
Argentina	Denmark	Ireland	Guinea	Sweden
Austria	Egypt	Israel	Philippines	Switzerland
Bangladesh	Fiji	Italy	Portugal	Taiwan
			Russian	
Brazil	France	Japan	Federation	Thailand
Cambodia	Germany	Malaysia	Saudi Arabia	Turkey
Canada	Greece	Mexico	Singapore	UK
				United Arab
Chile	Hong Kong	Netherlands	Slovak Rep	Emirates
China	Hungary		South Africa	USA
Croatia	India	New Zealand	South Korea	Vanuatu
Czech Republic	Indonesia	Norway	Spain	
Pricing				

100.7 On and from 14 October 2013 you can choose from the following International Casual Traveller Data Packs:

## Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

International Roaming Data Pack charge	Included Allowance
\$29	100MB
\$85	300MB
\$160	600MB
\$350	1.5GB

- 100.8 The International Casual Traveller Data Pack charge will be billed to your relevant Telstra account.
- 100.9 You can't use your Included Allowance towards:
  - (a) content charges;
  - (b) data used while in Australia or in overseas destinations other than those listed in clause 5.6 above
  - (c) making/receiving calls;
  - (d) sending SMS overseas; or
  - (e) The MMS Event Fee component of charges for an MMS sent overseas.

You must pay for such usage in addition to your monthly International Casual Traveller Data Pack charge and other standard charges. For further details on international roaming charges see clause 2.7 of this Part I.

- 100.10 When you have used your data allowance, you will need to pay for further data usage on the standard International Roaming data rates set out in clause 2 of this Part I.
- 100.11 Your Included Allowance expires 30 days from the date you purchase your pack.
- 100.12 Any unused Included Allowance will be forfeited at the end of the expiry period.
- 100.13 You may have more than one International Casual Traveller Data Pack associated with a Telstra Post-paid Mobile, Tablet or Telstra Mobile Broadband service at one time. Where this is the case, the expiry period for your total Included Allowance will be 30 days from the date you purchased your most recent pack.
- 100.14 You may have any combination of International Casual Traveller Data Packs associated with a Telstra Post-Paid Mobile, Tablet or Telstra Mobile Broadband service at one time.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

## **Cancellation of Pack**

100.15 You may not cancel your International Roaming Casual Traveller Pack after you have purchased it.

## **101** International Roaming Data Browse Plus Packs

### What are International Roaming Data Browse Plus Packs?

101.1 With our International Roaming Data Browse Plus Packs, you get a set data allowance to use towards data usage on your eligible Telstra Pre-paid Mobile and Tablet services in selected countries for 30 days from the date of purchase ("Included Allowance").

### Eligibility

101.2 International Roaming Data Browse Plus Packs are available to Telstra Pre-Paid Mobile, Tablet and Mobile Broadband customers.

### **Selected countries**

101.3 On and from 1<sup>st</sup> August 2017 you can use your Included Allowance in the following countries:

Austria	Denmark	Hong Kong	Italy	New Zealand	Slovakia	Taiwan
Brazil	Egypt	Hungary	Japan	Norway	South Africa	Thailand
Cambodia	Fiji	India	Malaysia	Papua New Guinea	South Korea	Turkey
Canada	France	Indonesia	Mexico	Philippines	Spain	UK
Croatia	Germany	Ireland	Netherlands	Portugal	Sweden	United Arab Emirates
Czech Republic	Greece	Israel		Singapore	Switzerland	USA
Vanuatu			I	I	1	1]

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

## Pricing

101.4 On and from 24 October 2013, you can choose from the following International Roaming Data Browse Plus Packs:

International Roaming Data Pack charge	Included Allowance
\$29	100MB
\$85	300MB
\$160	600MB

- 101.5 To purchase an International Roaming Data Browse Plus Pack, you must have sufficient funds in your Telstra Pre-Paid account. The amount of your selected International Roaming Data Browse Plus Pack will be deducted from your Telstra Pre-Paid account balance.
- 101.6 If you are a Telstra Pre-Paid Mobile Broadband customer, you can purchase an International Roaming Data Browse Plus Pack using the Connection Manager on your device or by calling 1258880.
- 101.7 If you are a Telstra Pre-Paid customer, you can purchase an International Roaming Data Browse Plus Pack by dialling #100# on your Telstra Pre-Paid mobile and following the prompts, by calling 1258880, or using My Telstra or My Account.
- 101.8 Once the Included Allowance for an International Roaming Data Browse Plus Pack has been used, standard international roaming data charges set out in clause 2 apply for further use and will be deducted from your Pre-Paid account balance.
- 101.9 The Included Allowance in an International Roaming Data Browse Plus Pack cannot be used towards:
  - (a) content charges
  - (b) data use while in Australia or for use in overseas destinations other than those outlined in clauses 6.3
  - (c) making/receiving calls;
  - (d) sending SMS overseas; or
  - (e) the MMS International Roaming Fee component of charges for an MMS sent overseas.

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

You must pay for such usage in addition out of your available credit on your Telstra Pre-Paid Mobile and Tablet services. For further details on international roaming charges see clause 2.7 of this Part I.

- 101.10 International Roaming Data Browse Plus Packs credits are used before any other Telstra Pre-Paid offers.
- 101.11 You have 30 days from successfully purchasing an International Roaming Data Browse Plus Pack to use the included data allowance. Unused included data allowance after this time will be forfeited.
- 101.12 Our FairPlay Policy applies.

## **102** International Roaming Voice Plans

### What are International Roaming Voice Plans?

- 102.1 Our International Roaming Voice Plans provide you with:
  - (a) a set monthly allowance to use towards voice calls made and received and SMS messages made on your Telstra Post-paid Mobile in all international destinations; and
  - (b) a discount on all voice calls made and received and SMS messages made using your Telstra Post-paid Mobile in selected international destinations.

### Availability

- 102.2 International Roaming Voice Plans are available to eligible Telstra Post-paid Mobile customers that have International Roaming on their service.
- 102.3 International Roaming Voice Plans are only available to Telstra Enterprise and Government customers and Telstra Business customers. International Roaming Voice Plans are not available to Telstra Wholesale customers, Telstra Consumer customers or for resale.
- 102.4 Telstra Post-paid Mobile customers that have International Roaming on their service and who receive discounted International Roaming rates may not be eligible for the International Roaming Voice Plans.
- 102.5 This offer is not available with any other offers unless otherwise specified by us.

# Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

### \$150 and \$180 Telstra Business Mobile PLUS Plan customers

102.6 On and from 31 May 2012 if you have a Telstra Business Mobile PLUS plan with a \$150 or \$180 Monthly Fee, you can't take up a new International Roaming Voice Plan.

### **All-4-Biz Unlimited Plan Customers**

102.7 On and from 31 May 2012 the Included Allowance will not be compatible with the allowance for international roaming included in the All-4-Biz Unlimited Plan (with a \$150 monthly access fee). If you have an All-4-Biz Unlimited Plan and you take up a new International Roaming Voice Plan on or after 31 May 2012 you won't be able to use the allowance for international roaming included in your All-4-Biz plan.

### Pricing

- 102.8 There are two International Roaming Voice Plans:
  - \$15 per month for \$10 worth of voice calls made and received and SMS messages made in all international destinations, and a 10% discount on all voice calls and SMS made or received in selected international destinations per month; and
  - (b) \$100 per month for \$90 worth of voice calls made and received and SMS messages made in all international destinations, and a 20% discount on all voice calls made and received and SMS messages made in selected international destinations per month.
- 102.9 Once you have reached your monthly plan allowance, you will be charged for voice calls made and received and SMS messages made in all international destinations on the Post-Paid International Roaming rates set out in clause 2 of this Part I, but will receive the discount on all voice calls made and received and SMS made in selected international destinations per month.
- 102.10 The monthly allowance of your International Roaming Voice Plan will be deducted from your total voice call and SMS message usage after all eligible voice and SMS usage has been discounted at the applicable rate.
- 102.11 The monthly plan allowance cannot be used for:
  - (a) content charges;
  - (b) for use while in Australia;
  - (c) sending/receiving data;
  - (d) making/receiving video and satellite calls;

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- (e) making/receiving MMS messages overseas (including any applicable Event Fee). You must pay for such usage in addition to your monthly plan charge
- 102.12 Any unused monthly allowance expires at the end of each month and does not carry over into the next month.
- 102.13 The monthly plan charge will be billed to your relevant Telstra account each month.
- 102.14 If you purchase a plan part way through a billing month, the monthly plan charge and included plan allowance will be pro-rated according to the remaining days in that month.
- 102.15 You may not have more than one International Roaming Voice Plan associated with a Telstra Post-paid Mobile service at any one time.

### **Selected destinations**

102.16 You may use your discount on voice calls and SMS messages made or received in the following international destinations per month:

Canada	Hong Kong	Malaysia	Singapore	UK
France	Indonesia	New Zealand	South Africa	United Arab Emirates
Germany	Japan	Philippines	Thailand	USA
China	Fiji	Italy		

### **Cancellation of Plan**

- 102.16 Your plan will continue on a month to month basis until you cancel the plan. You may cancel your plan at any time without any early termination charges.
- 102.17 If you cancel your plan part way through a billing month your monthly plan charge and included plan allowance for that month will be pro-rated according to the days the Plan was active in that month.

## **103** Telstra Wireless Machine to Machine (M2M) Service

### Wireless M2M Control Centre Outbound Group Plans

103.1 With our Wireless M2M Control Centre Outbound Group Plans for Telstra Wireless Telemetry Services managed via the Telstra Wireless M2M Control Centre, you get a set monthly data allowance to use towards data usage on your eligible Telstra Wireless M2M services in eligible countries ("**M2M Outbound Group Plan**").

## Eligibility

103.2 In order to take up an M2M Outbound Group Plan, you must have:

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- (a) an ABN, ACN or ARBN;
- (b) an Australian office or billing address;
- (c) a Telstra Wireless Telemetry service that is managed through the Telstra Wireless M2M Control Centre; and
- (d) a Telstra Wireless Telemetry service where the sending of data is automated and does not involve human intervention.

### Wireless M2M Control Centre Outbound Group Plan

- 103.3 M2M Outbound Group Plans are available on month to month contracts and are subject to our agreement with you.
- 103.4 An M2M Outbound Group Plan includes a monthly included data allowance for each Telstra Wireless Telemetry Service connected. The monthly included data allowance can be shared between the Telstra Wireless Telemetry Services on the same M2M Outbound Group Plan within the same Eligible Country Region ("**Shared Data Allowance**"). The total Shared Data Allowance is the aggregate of all monthly data allowance for each Telstra Wireless Telemetry Service connected to the same M2M Outbound Group Plan within the same Eligible Country Region in a billing month. You cannot share the monthly included data allowance with Telstra Wireless Telemetry Services on a:
  - (a) different M2M Outbound Group Plan within the same Eligible Country Region; or
  - (b) different M2M Outbound Group Plan within a different Eligible Country Region.
- 103.5 An M2M Outbound Group Plan is a Telstra Wireless M2M Plan as set out in the Telstra Wireless Machine to Machine ("M2M") section of <u>Part G - Data Services, Telstra</u> <u>Mobiles Section of Our Customer Terms</u>. However, you are not required to have a Telstra \$0 M2M Voice Plan connected to your M2M Outbound Group Plan.

### **Eligible Country Tiers**

103.6 Your monthly included data allowance can be used in the countries listed in the Eligible Country Region that you select for your M2M Outbound Group Plan. You must manually preselect the Eligible Country Region for your M2M Approved device via the Telstra Wireless M2M Control Centre prior to using your M2M Approved device in that region.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

Eligible Country Region

Eligible Country Region – New Zealand

New Zealand

Eligible Country Region – Middle East, Asia and Europe

Afghanistan, Armenia, Bangladesh, Brunei, Cambodia, China, Hong Kong, Israel, India, Fiji, Papua New Guinea, Indonesia, Japan, Korea, Lao People's Democratic Republic, Laos, Macau, Malaysia, Nauru, Nepal, Pakistan, Philippines, Samoa, Singapore, Solomon Islands, Sri Lanka, Taiwan, Timor Leste, Tonga, Vanuatu, Vietnam, Armenia, Georgia, Kazakhstan, Kyrgyzstan, Russia, Saudi Arabia, Tajikistan, UAE, Uzbekistan, Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Greece, Germany, Iceland, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, UK, Thailand, Hungary

Eligible Country Region – US & Canada

USA, Canada

Eligible Country Region – Africa

Burundi, Cameroon, Ghana, Ivory Coast, Kenya, Mozambique, South Africa, Tanz

Eligible Country Region – Rest of America

Uruguay, Argentina, Bolivia, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Haiti, Mexico, Nicaragua, Panama, Peru, Puerto Rico, Venezuela

- 103.7 The above list of countries and Eligible Country Regions is correct as at **14 Febraury 2020**.
- 103.8 Your M2M Outbound Group Plan can only be used in the countries listed in the relevant Eligible Country Region. If you use data in a country which is not included in your Eligible Country Region, you will be charged for that data use at the PAYG data rates of \$3.30 per MB, (charged per KB or part) (GST Incl.).
- 103.9 You can only connect one Telstra Wireless Telemetry Service to an M2M Outbound Group Plan for one Eligible Country Region. If you want an M2M Outbound Group Plan for use with your Telstra Wireless Telemetry service in a country from a different Eligible Country Region, you will need to:
  - (a) cancel your existing M2M Outbound Group Plan for that Telstra Wireless Telemetry service; and

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

- (b) purchase a new M2M Outbound Group Plan for the other Eligible Country Region for that Telstra Wireless Telemetry service.
- 103.10 Any SIM card we provide you as part of the Telstra Wireless Telemetry Service is unlocked. You must ensure that the SIM card is properly secured in your device in order to prevent any unauthorised use. You will be responsible for charges incurred as a result of any unauthorised usage of the Telstra Wireless Telemetry Service (including as a result of fraud or theft of the SIM card).

### **Testing Data Limit**

103.11 The terms on testing SIM cards are set out in your agreement with us for the Telstra Wireless M2M Control Centre. For M2M Outbound Group Plans you can only use the 20 KB Testing Data Limit for testing each new SIM card before you activate the SIM card under your Telstra Wireless Telemetry Service. The 4 SMS Testing Data Limit is not available for use with M2M Outbound Group Plans.

### Pricing

- 103.12 Your agreement with us sets out the pricing for the M2M Outbound Group Plans you can choose from.
- 103.13 When calculating data volumes:

where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the end of each session; and

1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB).

Charges for excess eligible data usage are calculated per kilobyte.

## Using your Wireless M2M Control Centre Outbound Group Plans

- 103.14 You cannot connect a Telstra Wireless Telemetry Service which is connected to an M2M Outbound Group Plan, to any other pricing plan available for a Telstra Wireless Telemetry Service in the Telstra Wireless M2M Control Centre.
- 103.15 Your monthly included data allowance cannot be used for content charges, SMS or for any use while in Australia. If you use a Telstra Wireless Telemetry Service which is connected to an M2M Outbound Group Plan in Australia, you will be charged a PAYG rate of \$3.60 per MB, (charged per KB or part) (GST Incl.) for data usage.
- 103.16 Any unused monthly included data allowance expires at the end of your billing cycle and does not carry over.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

### Changing your Wireless M2M Control Centre Outbound Group Plans

- 103.17 You may move to another M2M Outbound Group Plan on the same, or another, Eligible Country Region available for your Telstra Wireless Telemetry Service in the Telstra Wireless M2M Control Centre at any time during a monthly billing cycle. If you do so, your Monthly Service Fee, usage and monthly included data allowance for that monthly billing cycle will not be adjusted on a pro-rata basis. Instead, your Monthly Service Fee, usage (including excess usage), monthly included data allowance, Shared Data Allowance and other charges for that monthly billing cycle will be based on the M2M Outbound Group Plan and Eligible Country Region last selected.
- 103.18 If your Telstra Wireless Telemetry Service, managed in the Telstra Wireless M2M Control Centre, is active at the start of a monthly billing cycle, you agree to pay the full Monthly Service Fee for that Telstra Wireless Telemetry Service even if it is deactivated for any period of that monthly billing cycle or retired. If you activate or reactivate your Telstra Wireless Telemetry Service during a monthly billing cycle, your Monthly Service Fee, usage and monthly included data allowance for that monthly billing cycle will be adjusted on a pro-rata basis from the first time the service was activated or reactivated in that monthly billing cycle.

### Cancelling your Wireless M2M Control Centre Outbound Group Plans

103.19 Your M2M Outbound Group Plan will continue on a month to month basis until you cancel it through your Telstra Wireless M2M Control Centre.

# Wireless M2M Control Centre Data and Group Data Plans (other than the Wireless M2M Control Centre Outbound Group Plans)

- 103.20 The charges below apply to the M2M Data Plans and M2M Group Data Plans that are available with the Telstra Wireless M2M Control Centre service which are subject to our agreement with you.
- 103.21 From 1 April 2014, if international roaming is enabled on your Telstra Wireless Telemetry services which are connected to M2M Data Plans and M2M Group Data Plans and used overseas, you may not be able to access your monthly included data allowance for these plans and will be charged the following PAYG data usage and SMS roaming rates (if applicable).

M2M Data Plans and M2M Group Data Plans used with Telstra Wireless M2M Control Centre service		
Charges for PAYG roaming	\$3.30 per MB (charged in 1 kB blocks or part thereof) (GST Incl.)	
Charges payable for SMS	82.5c per SMS (GST incl.)	

Telstra Mobile Section

Part B – Old Consumer Pricing Plans that are no longer available for new connections

## 104 Ericsson Connectivity Management – Roaming Data IoT Subscription Plans

- 104.1 This part applies if you have an Ericsson Connectivity Management Platform Service Schedule with Telstra.
- 104.2 IoT Subscription Plans for roaming are only available for use with the Ericsson Connecitivity Management service on the terms set out in this section of Part I and Telstra's Ericsson Connectivity Management Platform Service Schedule.
- 104.3 The Telstra IoT Wireless service allows your devices to roam within selected countries when used with the Ericsson Connecitivity Management service.
- 104.4 International roaming involves the temporary access to the networks of overseas telecommunications carriers to provide you with services in overseas jurisdictions. This involves the reliance on overseas carriers whose networks may operate on different frequencies and at different specifications to Telstra's networks. It also requires the provision of information and data about you, your devices and your traffic to one or more overseas telecommunications carriers, and the transmission and storage of data necessary to initiate, maintain and administer the provision of your roaming service.
- 104.5 Therefore, you agree that:
  - (a) International roaming involves the use of carriers whose infrastructure is based overseas and who are subject to overseas laws in the performance of their services (which, among other things, may require or permit those carriers to handle, store and disclose data in particular ways or to particular parties (including Governments)), and we or any local Telstra entity located in that country (if applicable) are not responsible for how those laws may apply to your use of the roaming services; and
  - (b) we do not control the nature, quality or coverage of any particular overseas network (including without limitation the frequencies used by those networks), and do not promise that you will receive any particular level of coverage or service while roaming, or that your device will necessarily be compatible with all networks in all countries; and
  - (c) we reserve the right to terminate your IoT Subscription Plan if requested to do so by any overseas telecommunications carrier.
- 104.6 The IoT Wireless Subscription Plans are set out in the Ericsson Connectivity Management Platform Service Schedule.

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

## **Roaming Data - IoT Subscription Plans**

- 104.7 The IoT Subscription Plans for Telstra IoT Wireless services include a monthly data allowance for use in eligible countries depending on the Eligible Country Tier(s) you select.
- 104.8 An IoT Subscription Plan includes a monthly included data allowance for each connected Telstra IoT Wireless service. The monthly included data allowance can be shared between your Telstra IoT Wireless services on the same IoT Subscription Plan within the same Eligible Country Tier ("**Shared Roaming Data Allowance**"). The total Shared Roaming Data Allowance is the aggregate of the monthly data allowance for each Telstra IoT Wireless service connected to the same IoT Subscription Plan within the same Eligible Country Tier in a billing month. For the avaoidance of doubt monthly included data allowances on different IoT Subscription Plans cannot be shared.

## **Eligible Country Tiers**

- 104.9 Your monthly included data allowance can be used in the countries listed in the Eligible Country Tier.
- 104.10 Access to eligible countries (as set out in easch Eligible Country Tier) is subject to our agreements with carrier partners and are subject to change at any time. Where possible, we will notify you if access to a country in your selected Eligible Country Tier is no longer available.
- 104.11 Your IoT Subscription Plan can only be used in the countries listed in the Eligible Country Tiers you have selected.
- 104.12 Any SIM card we provide you as part of the Telstra IoT Wireless Service is unlocked. You must ensure that the SIM card is properly secured in your device to prevent any unauthorised use. You are responsible for charges incurred as a result of any unauthorised usage of the Telstra IoT Wireless service (including as a result of fraud, loss theft, or any other unauthorised use of the SIM card).
- 104.13 Eligible Country Tiers

## **Eligible Country Tier**

Eligible Country Tier – New Zealand

New Zealand

### Eligible Country Tier – Middle East, Asia and Europe

Afghanistan, Armenia, Bangladesh, Brunei, Cambodia, China, Hong Kong, Israel, India, Fiji, Papua New Guinea, Indonesia, Japan, Korea, Lao People's Democratic Republic, Laos, Macau, Malaysia, Nauru, Nepal, Pakistan, Philippines, Samoa, Singapore, Solomon Islands, Sri Lanka, Taiwan, Timor Leste, Tonga, Vanuatu, Vietnam, Armenia, Georgia, Kazakhstan, Kyrgyzstan,

Telstra Mobile Section

# Part B – Old Consumer Pricing Plans that are no longer available for new connections

Russia, Saudi Arabia, Tajikistan, UAE, Uzbekistan, Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Greece, Germany, Iceland, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, UK, Thailand, Hungary

Eligible Country Tier – US & Canada

USA, Canada

Eligible Country Tier – Africa

Burundi, Cameroon, Ghana, Ivory Coast, Kenya, Mozambique, South Africa, Tanz

Eligible Country Tier – Rest of America

Uruguay, Argentina, Bolivia, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Haiti, Mexico, Nicaragua, Panama, Peru, Puerto Rico, Venezuela