

Part G – Data Services

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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.

Part G – Data Services

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. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

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. To see these terms – home and family customers [click here](#); business and government customers [click here](#).

2 General Conditions for Data Services

General

- 2.1 Our data services give you wireless access to a range of information services.
- 2.2 If you connect a post paid service from 19 June 2003, you will automatically receive access to a number of data services including:
- Multi-media Messaging Service (“MMS”);
 - BigPond Mobile Services (previously known as Telstra Active or WAP);
 - Circuit switched data access;
 - GPRS data access if you connect with a compatible SIM;
 - 3G and HSDPA data access if you connect with a compatible SIM; and
 - any other data service as we determine from time to time.
- unless you connect using an i-mode handset.
- 2.3 If you connect to a pre-paid service from 6 April 2005, you will automatically receive access to a number of data services including:
- (a) Multi-Media Messaging Service (“MMS”);
 - (b) BigPond Mobile Services (previously known as Telstra Active or WAP);
 - (c) Circuit switched data access;
 - (d) GPRS data access if you connect with a compatible SIM; and
 - (e) any other data service as we determine from time to time.

unless you connect using i-mode handset.

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- 2.4 You must have a compatible handset or mobile device to use these data services on one of Telstra's mobile networks. Telstra's mobile networks include our GSM, 3G and Next G networks.
- 2.5 The data services will be charged on a 'Pay As You Go' basis, unless you choose a monthly plan (if available) on the applicable application form or contact Telstra Customer Service on 125 111 to ask for a different charging option.
- 2.6 You can ask that we remove any or all of the data services from your mobile service by contacting Telstra Customer Service on 125 111.

Equipment and software

- 2.7 You must provide and maintain your equipment and software needed to use our data services, and are responsible for the security and integrity of your data.

Accessing information

- 2.8 Your ability to use and download information and use interactive applications depends on:
- (a) the features and functionality of your handset or device; and
 - (b) the nature and quality of the information being accessed; and
 - (c) the nature of packet based transmission systems. Packet based transmission systems are used on our mobile networks. These systems are at times subject to congestion, delays and loss.
- 2.9 Due to the factors set out above, although we will use reasonable care and skill in providing these services, we do not promise that your particular handset will always be able to access information on the Internet or elsewhere.
- 2.10 You will only be able to access content using our networks if you meet all necessary pre-conditions set by the content provider.

Content on information services

- 2.11 We are not responsible for the content of information services provided by third parties. We are under no obligation to monitor or censor the material generated by users of information services, although we may do so.

Conditions of use

- 2.12 You must not use our data services to:
- (a) commit an offence or allow anybody else to do so;
 - (b) breach any content requirement, regulation or code of practice of any relevant authority;

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- (c) make obscene, threatening or defamatory remarks, or incite hatred of people; or
 - (d) abuse, threaten or embarrass anyone.
- 2.13 You must not post or transmit to an information service any material which you know or suspect may contain a virus or other harmful component.
- 2.14 You must not delete any author acknowledgments, legal notices, proprietary designations or labels in any file that is uploaded to an information service.
- 2.15 You must not download any file posted by any other user of an information service if you know, or should know, that the file cannot legally be distributed in such a manner.
- 2.16 You give us the irrevocable, non-exclusive, world-wide and royalty free right to copy and adapt any material you generate through use of an information service. This right applies to the extent necessary to provide the information service, or to promote the information service or any of our other services.

Charging

- 2.17 We determine whether you are a GSM, 3G or Next G customer based upon the device you purchase at the point of activation, or if you do not purchase a device at the point of activation, on information you supply us as to whether the handset you will be using to access your Telstra Mobile service is a GSM, 3G or Next G device. Your data usage charges are determined by your mobile plan, whether you are a GSM, 3G or Next G customer, and whether or not you choose to purchase a data pack to use in conjunction with your mobile service. Your data usage charges are not determined by the underlying network you are accessing at any particular time. For example, 3G and Next G devices are generally also GPRS compatible. If you are a 3G or Next G customer, and you access GPRS when you are outside 3G or Next G coverage but within GSM coverage, you will still be charged at 3G or Next G data usage rates rather than at GPRS rates.

International roaming

- 2.18 If you use BigPond Mobile Services over our mobile networks while you are overseas you will be charged standard international roaming data charges. These charges are set out in Part I – Heading Overseas (International Roaming) of the Telstra Mobiles section of Our Customer Terms. The mobile networks of some international roaming parties may not support access to all BigPond Mobile Services content and features (eg lists of favourite BigPond Mobile Services sites and automatic login features which require the transmission of your mobile phone number for the purposes of authentication).

To see the international roaming charges – home and family customers [click here](#); business and government customers [click here](#).

3 Garmin Navigator and Whereis Navigator

Three and six month subscriptions to Garmin Navigator are no longer available to new customers from 17 October 2012. From this date a 12 month subscription is available.

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What is the Garmin Navigator service?

- 3.1 The Garmin Navigator service is a wireless GPS navigation solution which allows users who have loaded the Garmin Navigator application on to a mobile handset or device which we have approved ("**Capable Device**") to access Garmin map data and points of interest.
- 3.2 Garmin Navigator is available from 3 December 2011.

Eligibility

- 3.3 To use the Garmin Navigator service, you will need to:
- (a) have a Capable Device;
 - (b) connect your Capable Device to an eligible Post-Paid or Pre-Paid Telstra mobile plan (including mobile tablet plans);
 - (c) purchase a licence from us for the Garmin Navigator application for each eligible Post-Paid or Pre-Paid plan;
 - (d) download and install the Garmin Navigator application on each Capable Device, where the application is not already installed; and
 - (e) have an active data connection for the Garmin Navigator application to access map content.
 - (f) have no restrictions on the Capable Device, or eligible Plan, or corporate policies preventing the installation of 3rd party applications, preventing subscription services, or preventing access to the Telstra internet connection.

Instructions for Garmin Navigator application

- 3.4 You must ensure that each end user of your Capable Devices follows our instructions in relation to the installation or use of the Garmin Navigator application.

Licence terms and intellectual property

- 3.5 We grant you a non-exclusive and non-transferable licence (with no right to sub-license) to use the Garmin Navigator application (and any associated documentation) solely for your own internal business or personal purposes.
- 3.6 You may only use each Garmin Navigator subscription on a single Capable Device at any one time.
- 3.7 You must not:
- (a) copy, reproduce, reverse compile, adapt, modify, translate, assign, prepare derivative works from, otherwise attempt to derive source code from, distribute or publish in

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- any for the whole or any part of the Garmin Navigator application or the data used or made available by the Garmin Navigator application;
 - (b) copy the user documentation provided with the Garmin Navigator application;
 - (c) sell, rent, lease, loan, license, sublicense or otherwise transfer the Garmin Navigator application (or any associated documentation) to any third party;
 - (d) use the Garmin Navigator application for any unlawful, abusive, offensive or fraudulent purpose;
 - (e) use the Garmin Navigator application in a manner that infringes any law, regulation or standard;
 - (f) use Garmin Navigator in a manner that may:
 - (i) damage, disable, overburden or impair our systems of networks; and
 - (ii) interfere with any other party's use or enjoyment of the Garmin Navigator service; or
 - (g) cause or allow any third party to do any of the acts described in paragraphs (a) to (f) above.
- 3.8 You must take all reasonable steps to prevent the events set out in paragraph 3.7 from occurring. You must notify us immediately if you become aware of any of these events occurring.
- 3.9 You have no rights or interests in the Garmin Navigator application other than those expressly granted in this section.
- 3.10 We or our licensors own all rights (including all intellectual property rights), title and interest in and to the Garmin Navigator service.
- 3.11 If you provide us with any comments or suggestions regarding the Garmin Navigator service, you permit us, our related bodies corporate and our licensors to use and incorporate your comments or suggestions into the Garmin Navigator service without claim for compensation.
- 3.12 Melbourne map data includes information sourced from the Department of Treasury and Finance, Geographic Data Victoria. The State of Victoria does not warrant the accuracy or completeness of information and, in using or relying upon such information, you do so on the basis that the State of Victoria, to the extent permitted by law, is not responsible or liable for any errors, faults, defects or omissions in the information.

Collection and use of personal information

- 3.13 We and our partners will collect and store information about the routes that users download using the Garmin Navigator service, and traffic flow conditions along those routes.

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- 3.14 We and our partners may use and disclose information about you and users of the Garmin Navigator service in accordance with Telstra's Privacy Statement located at http://www.telstra.com.au/privacy/privacy_statement.html.
- 3.15 You consent to us and our related bodies corporate using and disclosing the location of the Capable Devices to enable us to provide the Garmin Navigator service in relation to the Capable Device.
- 3.16 You agree to procure the consent of the end users of your Capable Devices to us and our related bodies corporate using and disclosing the location of their Capable Device to enable us to provide them with the Garmin Navigator service.

Accuracy of Data and Availability for Use

- 3.17 Due to the nature of navigation systems (including the possibility that a change in traffic conditions could affect the accuracy of any data) and the fact that we must obtain some of the data from other sources, we do not promise that the data will be accurate, error free, complete or up to date.
- 3.18 As the functioning of the Garmin Navigator service relies on technologies beyond our control (such as tracking technology), we do not promise that the Garmin Navigator service will be available for use at all times.

Limited Warranty and Liability

- 3.19 It is your responsibility to use the Garmin Navigator service prudently and to visually verify streets, roads, road signs, directions, weather conditions and traffic conditions. You download and use the Garmin Navigator application at your own risk.
- 3.20 To the extent permitted by law, our liability for Garmin Navigator services is limited to the total amount that we received from you in connection with this service. Nothing in this term is intended to exclude/limit our liability to you to the extent prohibited under the Competition & Consumer Act 2010 or any other law.
- 3.21 You may cancel your subscription to a Garmin Navigator service at any time by calling Telstra FOH on 125 111 (or 125 8880 for Pre-Paid services). Normal call charges apply to these calls. If you cancel your subscription to a Garmin Navigator service, you will be able to continue to access the Garmin Navigator service until the end of the subscription period in which you cancelled the Garmin Navigator service. However, we will not refund you the subscription fee (or any part of it) for that subscription period. You are not entitled to a refund if you cancel a day pass.
- 3.22 We may cancel a Garmin Navigator service in accordance with the General Terms of Our Customer Terms applicable to you (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charges

- 3.23 You can opt for a monthly subscription, a 12 month subscription or a day pass and we will charge you the applicable fee, as advised to you on your handset or by an agent of Telstra,

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before you subscribe for your use of the Garmin Navigator service. There will be additional charges for any other mobile or data plan that you connect to your Capable Device.

3.24 We will not charge you data charges for your use of the Garmin Navigator service, after your initial download of the application. It is recommended that you download the application using a Wi-Fi connection to avoid data charges. You must disable the Wi-Fi connection and enable your data connection before you can use the Garmin Navigator service.

3.25 If you opt for a monthly (including any 'first month free' subscription) or a 12 month subscription, then at the end of your subscription period, unless you cancel your subscription, you may be automatically rolled onto a recurring monthly subscription and charged the applicable monthly subscription fee.

General

3.26 You must use your Garmin Navigator service and our networks in accordance with our Acceptable Use Policy available at www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

3.27 It is your responsibility to comply with any relevant road rules when you are using this service. Restrictions on driver use, including specific restrictions on L and P plate drivers, exist in some States and Territories and you should check local rules.

What is the Whereis Navigator service?

Three and six month subscriptions are no longer available to new customers from 17 October 2012. From this date a 12 month subscription is available.

3.28 Whereis Navigator will be billed as Garmin Navigator after 28 November 2011.

3.29 If you subscribe to Whereis Navigator before 3 December 2011, and do not upgrade to Garmin Navigator, your use of the Whereis Navigator will be governed by the terms set out below. If Garmin Navigator is supported by your device and you upgrade to Garmin Navigator after 3 December 2011, your use of Garmin Navigator will be governed by the terms set out above as 3.1 to 3.27.

3.30 The Whereis Navigator service is a wireless GPS navigation solution which allows users who have loaded the Whereis Navigator application on to a mobile handset or device which we have approved ("**Capable Device**") to access Whereis map data and points of interest.

Eligibility

3.31 To use the Whereis Navigator service, you will need to:

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- (a) have a Capable Device;
- (b) connect your Capable Device to an eligible post-paid or pre-paid Telstra mobile voice plan;
- (c) purchase a licence from us for the Whereis Navigator application for each eligible post-paid or pre-paid voice plan;
- (d) download and install the Whereis Navigator application on each Capable Device, where the application is not already installed; and
- (e) have an active data connection for the Whereis Navigator application to access map content.

Instructions for Whereis Navigator application

- 3.32 You must ensure that each end user of your Capable Devices follows our instructions in relation to the installation or use of the Whereis Navigator application.

Licence terms and intellectual property

- 3.33 We grant you a non-exclusive and non-transferable licence (with no right to sub-license) to use the Whereis Navigator application (and any associated documentation) solely for your own internal business or personal purposes.
- 3.34 You may only use each Whereis Navigator subscription on a single Capable Device at any one time.
- 3.35 You must not:
- (a) copy, reproduce, reverse compile, adapt, modify, translate, assign, prepare derivative works from, otherwise attempt to derive source code from, distribute or publish in any for the whole or any part of the Whereis Navigator application;
 - (b) copy the user documentation provided with the Whereis Navigator application;
 - (c) sell, rent, lease, loan, license, sublicense or otherwise transfer the Whereis Navigator application (or any associated documentation) to any third party;
 - (d) use the Whereis Navigator application for any unlawful, abusive, offensive or fraudulent purpose;
 - (e) use the Whereis Navigator application in a manner that infringes any law, regulation or standard;
 - (f) use Whereis Navigator in a manner that may:
 - (i) damage, disable, overburden or impair our systems of networks; and

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- (ii) interfere with any other party's use of enjoyment of the Whereis Navigator service; or
 - (g) cause or allow any third party to do any of the acts described in paragraphs (a) to (f) above.
- 3.36 You must take all reasonable steps to prevent the events set out in paragraph 3.35 from occurring. You must notify us immediately if you become aware of any of these events occurring.
- 3.37 You have no rights or interests in the Whereis Navigator application other than those expressly granted in this section.
- 3.38 We or our licensors own all rights (including all intellectual property rights), title and interest in and to the Whereis Navigator service.
- 3.39 If you provide us with any comments or suggestions regarding the Whereis Navigator service, you permit us, our related bodies corporate and our licensors to use and incorporate your comments or suggestions into the Whereis Navigator service without claim for compensation.
- 3.40 Melbourne map data includes information sourced from the Department of Treasury and Finance, Geographic Data Victoria. The State of Victoria does not warrant the accuracy or completeness of information and, in using or relying upon such information, you do so on the basis that the State of Victoria, to the extent permitted by law, is not responsible or liable for any errors, faults, defects or omissions in the information.

Collection and use of personal information

- 3.41 We and our partners will collect and store information about the routes that users download using the Whereis Navigator service.
- 3.42 We and our partners may use and disclose information about you and users of the Whereis Navigator service in accordance with Telstra's Privacy Statement located at http://www.telstra.com.au/privacy/privacy_statement.html.
- 3.43 You consent to us and our related bodies corporate using and disclosing the location of the Capable Devices to enable us to provide the Whereis Navigator service in relation to the Capable Device.
- 3.44 You agree to procure the consent of the end users of your Capable Devices to us and our related bodies corporate using and disclosing the location of their Capable Device to enable us to provide them with the Whereis Navigator service.

Accuracy of Data and Availability for Use

- 3.45 Due to the nature of navigation systems (including the possibility that a change in traffic conditions could affect the accuracy of any data) and the fact that we must obtain some of the data from other sources, we do not promise that the data will be accurate, error free, complete or up to date.

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- 3.46 As the functioning of the Whereis Navigator service relies on technologies beyond our control (such as tracking technology), we do not promise that the Whereis Navigator service will be available for use at all times.

Limited Warranty and Liability

- 3.47 It is your responsibility to use the Whereis Navigator service prudently and to visually verify streets, roads, road signs, directions, weather conditions and traffic conditions. You download and use the Whereis Navigator application at your own risk.
- 3.48 To the extent permitted by law, our liability for Whereis Navigator services is limited to the total amount that we received from you in connection with this service. Nothing in this term is intended to exclude/limit our liability to you to the extent prohibited under the Competition & Consumer Act 2010 or any other law.
- 3.49 You may cancel your monthly subscription to a Whereis Navigator service at any time by calling Telstra FOH on 125 111 (or 125 8880 for prepaid services). Normal call charges apply to these calls. If you cancel your monthly subscription to a Whereis Navigator service, you will be able to continue to access the Whereis Navigator service until the end of the billing month in which you cancelled the Whereis Navigator service. However, we will not refund you the monthly subscription fee (or any part of it) for that billing month. You are not entitled to a refund if you cancel a day pass.
- 3.50 We may cancel a Whereis Navigator service in accordance with the General Terms of Our Customer Terms applicable to you (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charges

- 3.51 You can opt for a monthly subscription, a 12 month subscription, or a day pass and we will charge you the applicable fee, as advised to you on your handset before you subscribe for your use of the Whereis Navigator service. There will be additional charges for any other mobile or data plan that you connect to your Capable Device.
- 3.52 We will not charge you data charges for your use of the Whereis Navigator service.
- 3.53 If you opt for a 12 month subscription, then at the end of your subscription period, unless you cancel your subscription, you will be automatically rolled onto a monthly subscription and charged the applicable monthly subscription fee.

General

- 3.54 You must use your Whereis Navigator service and our networks in accordance with our Acceptable Use Policy available at www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

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- 3.55 It is your responsibility to comply with any relevant road rules when you are using this service. Restrictions on driver use, including specific restrictions on L and P plate drivers, exist in some States and Territories and you should check local rules.

4 GPRS (General Packet Radio Service)

What is GPRS?

- 4.1 GPRS provides you with packet switched data capabilities over the GSM network.

Availability

- 4.2 You can use GPRS if you are a post-paid or pre-paid GSM, 3G or Next G customer with a compatible handset configured for GPRS.

BigPond Mobile Services (previously known as Telstra Active or WAP) and IP WAN terms

- 4.3 The BigPond Mobile Services terms below in this Part also apply to BigPond Mobile Services data usage using the GPRS network to support the BigPond Mobile Services content service. The IP WAN terms set out in the [IP Solutions section](#) of Our Customer Terms apply to IP WAN calls over the GPRS, 3G and Next G networks.

Handsets or devices

- 4.4 You can only use a handset or device which is approved by us as suitable to access the GPRS network. Some handsets, and in particular pre-paid handsets sold by Telstra, are locked to the Telstra network. Such handsets or devices are programmed to operate only with a Telstra SIM card. You must pay us a \$50 re-programming fee if you wish to use a locked GPRS pre-paid handset on another network. We make no promises about the performance or suitability of your GPRS handset or device on another phone company's network.

Charges – post-paid services

Pay as you go (PAYG) option

- 4.5 When you use the GPRS network with a GPRS compatible device and a Telstra SIM card, we charge you the following charges (unless you take up a monthly subscription or a monthly data bundles option). The session fee is payable every time you access the service. After each 24 hours of continuous connection, we charge you an additional session fee.

GPRS PAYG option	GST excl.	GST incl.
Session fee	20¢	22¢
For each kilobyte sent or received in a particular session (per kilobyte)	2.0¢	2.2¢

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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).

Charges – monthly subscription option

- 4.6 If you take up a monthly subscription option, we charge you the following charges. Any volume of data included in a monthly subscription fee which remains unused at the end of a relevant month will not roll over for use in the next month. Included data amounts cannot be shared across services on an account. The monthly subscription option is available to GSM customers only. It is not available to 3G and Next G customers

Monthly subscription Fee		Volume of data included in monthly subscription fee	Charge for usage (per KB) above monthly subscription volume – at all times	
GST excl	GST incl		GST excl	GST incl
\$4.54	\$5.00	0.25MB	1.81¢	2.00¢
\$13.63	\$15.00	1MB	1.36¢	1.50¢
\$22.72	\$25.00	2MB	1.136¢	1.25¢
\$50.00	\$55.00	5MB	1.00¢	1.10¢
\$77.27	\$85.00	10MB	0.7272¢	0.80¢

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).

Monthly data bundles option

(Not available for new connections on and from 13 September 2005)

- 4.7 If you take up a monthly data bundles option, we charge you the following charges. You are only eligible for monthly data bundles option if you have an existing Corporate Rate Plan, Corporate Net Rate Plan or Telstra Government Plan. You must request this pricing on or after 28 January 2004 but on or before 30 June 2004.

Monthly data bundle amount		Volume of packet-switched data included in monthly data bundle amount	Charge for packet-switched data usage (per KB) above monthly data bundle volume – at all times	
GST excl	GST incl		GST excl	GST incl
\$4.54	\$5.00	0.5MB	1.09¢	1.20¢

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Monthly data bundle amount		Volume of packet-switched data included in monthly data bundle amount	Charge for packet-switched data usage (per KB) above monthly data bundle volume – at all times	
GST excl	GST incl		GST excl	GST incl
\$9.09	\$10.00	1.0MB	0.909¢	1.00¢
\$36.36	\$40.00	6MB	0.60¢	0.66¢
\$63.64	\$70.00	13MB	0.50¢	0.55¢
\$90.90	\$100.00	20MB	0.4545¢	0.50¢
\$136.36	\$150.00	32MB	0.409¢	0.45¢

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).

4.8 Any volume of data included in a monthly data bundles amount which remains unused at the end of a relevant month will not roll over for use in the next month.

4.9 Included data amounts in a monthly data bundle cannot be shared across services on an account.

Corporate Mobile Data Bundles option - GPRS

4.10 If you take up a Corporate Mobile Data Bundle option- GPRS, we charge you the following charges. You are only eligible for this offer if you have a new or an existing Corporate Rate Plan, Corporate Net Rate Plan, Telstra Government Plan, Telstra Government Program Plus or a Telstra Mobile Data Voice Plan. You must request this pricing on or after 13 September 2005. The Corporate Mobile Data Bundles option is available to GSM customers only. It is not available to 3G and Next G customers.

Corporate Mobile Data Bundle amount		Volume of packet-switched data included in Corporate Mobile Data Bundle amount	Charge for packet-switched data usage (per KB) above Corporate Mobile Data Bundle volume - at all times	
GST excl	GST incl		GST excl	GST incl
\$4.55	\$5	1 MB	0.45¢	0.50¢
\$9.09	\$10	3 MB	0.30¢	0.33¢
\$26.36	\$29	15 MB	0.18¢	0.20¢
\$44.55	\$49	100 MB	0.045¢	0.05¢

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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).

- 4.11 Any volume of data included in a monthly data bundles amount which remains unused at the end of a relevant month will not roll over for use in the next month.
- 4.12 Included data amounts in a monthly data bundle cannot be shared across services on an account.
- 4.13 Included calls - for post-paid services only
- 4.14 The following charges may be included in the included calls component of your voice plan.

PAYG pricing option	any charges
Monthly Subscription pricing option	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
Monthly Data Bundles	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)
Corporate Mobile Data Bundles - GPRS	any charges applied for usage above the monthly included data volume (unless you are on a Group plan)

Mobile data voice plan

- 4.15 You are only eligible for the Mobile data voice plan if you have an ABN, ACN or ARBN and you are also taking up a Corporate Mobile Data Bundle GPRS option or such other promotion as we specify from time to time.
- 4.16 If you are connected to the Mobile data voice plan, you are not entitled to enter into a Mobile Repayment Option.
- 4.17 If you are connected to the Mobile data voice plan, we charge you the following charges:

Mobile Data Voice Plan	GST excl.	GST incl.
Call Charges – these call charges apply at all times		
Calls to an Australian fixed or mobile number		
On connection	22.7272¢	25¢
Per 30 second block or part thereof	38.6363¢	42.5¢

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Charges – pre-paid services

(a) Pay-as-you-go (PAYG) Option

- 4.18 Pre-paid access to GPRS is available to GSM customers and 3G and Next G customers if the 3G or Next G device is GPRS compatible. If you activated your Telstra Pre-Paid service before 4 November 2008 and have not changed to one of our offers for new activations and transfers on and from 4 November 2008 (set out in clause 22.1 of Part C - Special Promotion of Our Customer terms), and you have a GSM service when you use the GPRS network, the charge set out below applies:

GPRS PAYG option	GST excl.	GST incl.
Per kilobyte sent or received in a particular session.	1.98¢	2.2¢

No flagfall charges or session fees apply.

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).

If you have a 3G or Next G service, when you use the GPRS network the charges set out in section 5.29 below apply.

- 4.19 If you activated your Telstra Pre-Paid service on or after 4 November 2008 or have changed to one of our offers for new activations and transfers on and from 4 November 2008 (set out in clause 22.1 of Part C - Special Promotion of Our Customer terms), and you have a GSM service when you use the GPRS network, the charge set out below applies:

GPRS PAYG option – post-3 November	GST excl.	GST incl.
Per kilobyte sent or received in a particular session.	0.1776¢	0.1953¢

No flagfall charges or session fees apply.

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).

If you have a 3G or Next G service, when you use the GPRS network the charges set out in section 5.29 below apply.

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(b) Browse Plus Pack Option

- 4.20 If you activated your Telstra Pre-Paid service on or after 12 September 2006, or choose to transfer to the charges applicable to customers who activated from this date, you can purchase a Browse Plus Pack. Full details of this option are set out in [Part C – Special Promotions of the Telstra Mobile section](#) of Our Customer Terms.

5 3G and HSDPA (High Speed Downlink Packet Access)

What is HSDPA?

- 5.1 Standard 3G data capabilities are available on our 3G and Next G networks. HSDPA capability is available only our Next G network.
- 5.2 3G and HSDPA provides you with packet switched data capabilities over the 3G and Next G networks.

Availability

- 5.3 You can use 3G if you are a post-paid or pre-paid customer on the 3G network with a compatible handset configured for 3G. You can use 3G or HSDPA if you are a post-paid customer on the 3G network or a post-paid or pre-paid customer on the Next G network with a compatible handset configured for 3G or HSDPA.

BigPond Mobile Services (previously known as Telstra Active or WAP)

- 5.4 The BigPond Mobile Services terms in this Part and Part H apply to BigPond Mobile Services data usage which rely on 3G or HSDPA capabilities to access BigPond Mobile Services.

Handsets or devices

- 5.5 You can only use a handset or device which is approved by us as suitable to access 3G or HSDPA capabilities. Such handsets or devices will operate only with a compatible SIM card. We make no promises about the performance or suitability of your handset or device on another phone company's network.

Charges - post-paid services

(a) Pay-as-you-go (PAYG) option

- 5.6 If you use 3G or HSDPA capabilities from a 3G or Next G service on a pay-as-you-go basis, the following data usage charges apply. These data charges also apply if your 3G or Next G device is also GPRS compatible, and you use GPRS capabilities outside of a 3G or Next G coverage area, but within GSM coverage.

Pay-as-you-go - 3G or Next G service	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	\$1.8181	\$2

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No flagfall charges or session fees apply.

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).

5.7 If you are a Telstra Mobile Phone Plan or Telstra Mobile Business Phone Plan customer and access 3G, HSDPA or GPRS capabilities with a 3G or Next G handset on a pay-as-you-go basis, you can use your “monthly included data calls” for all 3G, HSDPA and GPRS data usage. Once your “monthly included data calls” have been used, your 3G, HSDPA or GPRS data usage will contribute towards your “monthly voice calls” amount. If you are a Telstra Mobile Member Plan or Telstra Mobile Business Member Plan customer and access 3G, HSDPA or GPRS capabilities with a 3G or Next G handset on a pay-as-you-go basis, you can use your “monthly included calls” for all 3G, HSDPA and GPRS data usage.

(b) Data Packs (formerly known as “monthly browsing packs”)

5.8 Data Packs (formerly known as “monthly browsing packs”) include a monthly data allowance for 4G, 3G, HSDPA or GPRS data usage and a discounted rate for data usage above the included monthly data allowance, as set out in the charges table below.

Monthly browsing packs - available on and from 3 June 2014

Business Mobile Data packs – Shareable / Business Mobile Data packs - Non-shareable	Monthly browsing pack amount		Included Monthly Amounts for 3G, 4G HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl (approx.)	GST incl
\$5 Pack	\$4.55	\$5	250MB	\$0.027 per MB	3¢ per MB
\$15 Pack	\$13.64	\$15	1GB	\$0.027 per MB	3¢ per MB
\$30 Pack	\$27.27	\$30	3GB	\$0.027 per MB	3¢ per MB
\$60 Pack	\$54.55	\$60	6GB	\$0.027 per MB	3¢ per MB
\$100 Pack	\$90.91	\$100	10GB	\$0.027 per MB	3¢ per MB

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\$150 Pack	\$136.36	\$150	15GB	\$0.027 per MB	3¢ per MB
\$250 Pack	\$227.27	\$250	25GB	\$0.027 per MB	3¢ per MB

This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available on and from 30 July 2013 to 3 June 2014

Business Mobile Data packs – Shareable / Business Mobile Data packs - Non-shareable	Monthly browsing pack amount		Included Monthly Amounts for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, 4G HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5	250MB	9.09¢ per MB	10¢ per MB
\$15 Pack	\$13.64	\$15	1GB	9.09¢ per MB	10¢ per MB
\$30 Pack	\$27.27	\$30	3GB	9.09¢ per MB	10¢ per MB
\$60 Pack	\$54.55	\$60	8GB	9.09¢ per MB	10¢ per MB
\$120 Pack	\$109.09	\$120	16GB	9.09¢ per MB	10¢ per MB

This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available on and from 3 July 2012 to 29 July 2013

Business Mobile Data packs – Shareable / Business Mobile Data packs - Non-shareable	Monthly browsing pack amount		Included Monthly Amounts for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl

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\$5 Pack	\$4.55	\$5	250MB	9.09¢ per MB	10¢ per MB
\$15 Pack	\$13.64	\$15	1GB	9.09¢ per MB	10¢ per MB
\$30 Pack	\$27.27	\$30	3GB	9.09¢ per MB	10¢ per MB
\$60 Pack	\$54.55	\$60	8GB	9.09¢ per MB	10¢ per MB

This offer is available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Data Packs - available on and from 4 March 2014

Data Pack	Monthly charge		Included monthly data allowance for 4G, 3G, HSDPA or GPRS data usage	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
Data Pack - \$5	\$4.55	\$5.00	250MB	\$0.027 per MB	\$0.03 per MB
Data Pack - \$15	\$13.64	\$15.00	1GB		
Data Pack - \$30	\$27.27	\$30.00	3GB		
Data Pack - \$60	\$54.54	\$60.00	6GB		
Data Pack - \$100	\$90.91	\$100.00	10GB		
Data Pack - \$150	\$136.36	\$150.00	15GB		
Data Pack - \$250	\$227.27	\$250.00	25GB		

This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number. Customers with a Mobile Accelerate \$30/\$40 or Mobile Accelerate Casual \$25/\$35 Plan may take up the Data Pack - \$5 but are not eligible for other Data Packs.

Data Packs - available on and from 3 July 2012 to 3 March 2014

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Data Pack	Monthly charge		Included monthly data allowance for 4G, 3G, HSDPA or GPRS data usage	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
Data Pack - \$5	\$4.55	\$5.00	250MB	\$0.091 per MB	\$0.10 per MB
Data Pack - \$15	\$13.64	\$15.00	1GB		
Data Pack - \$30	\$27.27	\$30.00	3GB		
Data Pack - \$60	\$54.54	\$60.00	8GB		

This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they have a 10-digit account number.

Monthly browsing packs - available for purchase on and from 22 November 2010 to 2 July 2012

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	30MB	22.72¢ per MB	25¢ per MB
\$10 Pack	\$9.09	\$10.00	1GB	22.72¢ per MB	25¢ per MB
\$20 Pack	\$18.18	\$20.00	2GB	22.72¢ per MB	25¢ per MB
\$29 Pack	\$26.36	\$29.00	3GB	13.63 ¢ per MB	15¢ per MB
\$39 Pack	\$35.45	\$39.00	5GB	9.09¢ per MB	10¢ per MB
\$69 Pack	\$62.73	\$69.00	12GB	4.55¢ per MB	5¢ per MB

This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they also have a 10-digit account number.

Monthly browsing packs - available on and from 3 May 2010 to 21 November 2010

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3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	30MB	22.72¢ per MB	25¢ per MB
\$10 Pack	\$9.09	\$10.00	200MB	22.72¢ per MB	25¢ per MB
\$20 Pack	\$18.18	\$20.00	500MB	22.72¢ per MB	25¢ per MB
\$39 Pack	\$35.45	\$39.00	1GB	22.72¢ per MB	25¢ per MB
\$49 Pack	\$44.55	\$49.00	3GB	13.64¢ per MB	15¢ per MB
\$79 Pack	\$71.81	\$79.00	6GB	9.09¢ per MB	10¢ per MB
\$99 Pack	\$90.00	\$99.00	9GB	4.55¢ per MB	5¢ per MB

This offer is not available to customers on mobile plans listed in Part B - Our Current and Recent Business Pricing Plans if they also have a 10-digit account number.

Monthly browsing packs - available for connections from 9 September 2008 to 2 May 2010

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.54	\$5.00	5MB	90.9¢ per MB	\$1 per MB
\$10 Pack	\$9.09	\$10.00	150MB	45.4¢ per MB	\$0.50 per MB
\$29 Pack	\$26.36	\$29.00	300MB	22.72¢ per MB	\$0.25 per MB
\$59 Pack	\$53.64	\$59.00	1GB	22.72¢ per MB	25¢ per MB
\$89 Pack	\$80.91	\$89.00	5GB	22.72¢ per MB	25¢ per MB
\$119 Pack	\$108.18	\$119.00	9GB	22.72¢ per MB	25¢ per MB

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Monthly browsing packs - available for connections from 1 August 2008 to 8 September 2008

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (charged per KB or part) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.54	\$5.00	5MB	90.9¢ per MB	\$1 per MB
\$10 Pack	\$9.09	\$10.00	150MB	45.4¢ per MB	\$0.50 per MB
\$29 Pack	\$26.36	\$29.00	300MB	22.72¢ per MB	\$0.25 per MB
\$59 Pack	\$53.64	\$59.00	200MB	22.72¢ per MB	25¢ per MB
\$89 Pack	\$80.91	\$89.00	1GB	22.72¢ per MB	25¢ per MB
\$119 Pack	\$108.18	\$119.00	3GB	22.72¢ per MB	25¢ per MB

Monthly browsing packs - available for connections from 28 March 2007 to 31 July 2008

3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢ per KB	0.5¢ per KB
\$8 Pack	\$7.27	\$8.00	3MB	0.24¢ per KB	0.26¢ per KB
\$16 Pack	\$14.54	\$16.00	10MB	0.182¢ per KB	0.2¢ per KB
\$29 Pack	\$26.36	\$29.00	70MB	0.182¢ per KB	0.2¢ per KB
\$59 Pack	\$53.64	\$59.00	200MB	0.02273¢ per KB	0.025¢ per KB
\$89 Pack	\$80.91	\$89.00	500MB	0.02273¢ per KB	0.025¢ per KB
\$119 Pack	\$108.18	\$119.00	1000MB	0.02273¢ per KB	0.025¢ per KB

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3G and Next G browsing pack	Monthly browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$179 Pack	\$162.73	\$179.00	2000MB	0.02273¢ per KB	0.025¢ per KB

Monthly data browsing packs - available for connections from 6 October 2006 to 27 March 2007

3G and Next G data browsing pack	Monthly data browsing pack amount		Included monthly data allowance for 3G, HSDPA or GPRS data usage (calculated per KB)	Charges for 3G, HSDPA or GPRS data usage (calculated per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢ per KB	0.5¢ per KB
\$8 Pack	\$7.27	\$8.00	3MB	0.24¢ per KB	0.26¢ per KB
\$29 Pack	\$26.36	\$29.00	70MB	\$1.86 per MB	\$2.05 per MB

Monthly data browsing packs - available to customers who connected before 6 October 2006

3G data browsing pack	Monthly data browsing pack amount		Included monthly data allowance for 3G or GPRS data usage (calculated per KB)	Charges for 3G or GPRS data usage (per KB) above monthly data allowance	
	GST excl	GST incl		GST excl	GST incl
\$5 Pack	\$4.55	\$5.00	1MB	0.45¢	0.5¢
\$10 Pack	\$9.09	\$10.00	3MB	0.27¢	0.3¢
\$15 Pack	\$13.64	\$15.00	6MB	0.23¢	0.25¢

No flagfall charges or session fees apply.

When calculating data volumes:

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- (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)
- 5.9 Only Data Packs will be available for sale on and from 3 July 2012.
- 5.10 Data Packs are only compatible with post-paid phone plans excluding the Telstra Every Day Connect Data Share Plans, Mobile Accelerate Data Share Plans, Mobile Accelerate Casual Plan \$10, Telstra Every Day Connect Data Share BYO Plans, Mobile Accelerate Data Share BYO Plans or Data Share SIM Plans.
- 5.11 You may continue to use any monthly browsing pack purchased before 3 July 2012 after 3 July 2012. However, if you change to a Data Pack after this time, you will not be able to return to your original monthly browsing pack.
- 5.12 You may change the value of your Data Pack once every 30 days. If you change the value of your Data Pack more than once within a 30 day period, we may charge you a \$50 administration fee.
- 5.13 If you change or cancel your 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.
- 5.14 Business Mobile Data Packs – Shareable can only be added to a smartphone with an eligible Telstra Business mobile plan that has data sharing capabilities. Eligible Telstra Business mobile plans include the following:
- (a) Easy Share Business Plans;
 - (b) Easy Share Business SIM Plans;
 - (c) Business Performance Plans with a Data Share SIM attached;
 - (d) Business Fleet Connect Plans;
 - (e) Business Mobile Advantage Plans;
 - (f) Telstra Mobile Broadband Share Plans; and
 - (g) any other plans we advise.
- 5.15 The Data on your Business Mobile Data Pack – Shareable will be automatically shared with other eligible services on the same Mobile Account while in Australia.
- 5.16 Business Mobile Data Packs – Non-Shareable can only be added to a smartphone with an eligible Telstra Business mobile plan that does not have data sharing capabilities.
- 5.17 Business Mobile Data Packs can only be connected to eligible Telstra Mobile plans and are not available for connection to any other Telstra Mobile Broadband Plans which include but are not limited to Mobile Broadband Plans connected to USB Modems,

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Wireless Gateways and Mobile Wi-Fi devices. If your Business Mobile Data Pack is connected to a Mobile Broadband device other than a mobile handset with voice capabilities, we will move your connection to a Monthly Telstra Mobile Broadband Casual Data Plan with a monthly service fee of \$39.95.

- 5.18 Data Packs and monthly browsing packs cannot be used for content charges or international roaming charges.
- 5.19 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.
- 5.20 Unless your eligible mobile plan has data sharing capability, the included monthly data allowance cannot be shared across services on an account.
- 5.21 If you are eligible to receive account level discounts on your service, the discounts will apply to your 3G, HSDPA and GPRS data charges over the included monthly data allowance but not to your Data Pack or monthly browsing pack amount.
- 5.22 If you are a Telstra Mobile Phone Plan or Telstra Mobile Business Phone Plan customer, you can use your “monthly included data calls” for 3G or HSDPA usage above the included monthly data allowance. Once your “monthly included data calls” have been used, your 3G or HSDPA data usage will contribute towards your “monthly voice calls” amount.
- 5.23 If you are a Telstra Mobile Member Plan or Telstra Mobile Business Member Plan customer, you can use your “monthly included calls” for 3G or HSDPA data usage above the included monthly data allowance.

Introductory Data Pack Offer – available from 6 October 2006 to 1 October 2007

- 5.24 From 6 October 2006 to 1 October 2007, post-paid customers who take up a new 3G or Next G service with an \$8 3G or Next G data pack will receive up to \$100 of free data usage each month for the first two calendar months of their service. This excludes content charges (such as BigPond Music downloads), subscription charges and international roaming charges.
- 5.25 At the end of the two month period our standard data usage charges will apply.
- 5.26 There is a limit of one Data Pack Offer per service.
- 5.27 Our Fair Play Policy applies.
- 5.28 Any unused volume of included data usage under the Data Pack Offer is forfeited each month.

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Charges - pre-paid services

(a) Pay-as-you-go (PAYG) option

- 5.29 If you use 3G or HSDPA capabilities from a 3G or Next G service on a pay-as-you-go basis, the following data usage charges apply. These data charges also apply if your 3G or Next G device is GPRS compatible and you use GPRS capabilities outside of a 3G or Next G coverage area, but within a GSM coverage area.

PAYG on Next G service	GST excl	GST incl
For each Megabyte (charged per kilobyte or part)	\$1.82	\$2

No flagfall charges or session fees apply.

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).

(b) Browse Plus Packs option

- 5.30 You can purchase a Browse Plus Pack. Full details of this option are set out in [Part C – Special Promotions of the Telstra Mobile section](#) of Our Customer Terms.

6 BigPond Mobile Services and Telstra Business Mobile Portal (also known as Telstra Active or WAP)

What is it?

- 6.1 BigPond Mobile Services (also known as the Telstra Business Mobile Portal for business customers and previously known as Active or WAP) gives you access to a range of Internet information specially formatted for display on a compatible handset. Information downloaded using BigPond Mobile Services will generally be presented as text with graphics of varying quality depending on the handset model. If you have a 3G or Next G handset approved by us you will also be able to access enhanced 3G or Next G BigPond Mobile Services content services such as video and audio content.
- 6.2 BigPond Mobile Services is not available from an i-mode handset or device.
- 6.3 You may access BigPond Mobile Services using GPRS, 3G or HSDPA . You cannot access BigPond Mobile Services using circuit switched data capabilities.
- 6.4 Each time you use BigPond Mobile Services, a unique subscriber number is sent to all content sites you visit. This number is not the same as your phone number and does not identify you. However, if you provide personal information to a content provider, they may relate that personal information to your subscriber number. We may also forward your phone number to some content providers who provide their services on behalf of Telstra. This is in the interests of content or application ease of use and flexibility.

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Charges - for post or pre-paid services

6.5 The charges that apply for accessing BigPond Mobile Services depend on your method of access:

- (a) if you access BigPond Mobile Services via GPRS (post-paid or pre-paid) and you are a GSM subscriber, refer to section 3 above;
- (b) if you access BigPond Mobile Services via 3G, HSDPA or GPRS and you are a 3G or Next G subscriber, refer to section 5 above; and

When will I be charged data usage and content charges?

6.6 If you use BigPond Mobile Services, you will be charged:

- (a) data usage charges for browsing, downloading, playing and in some cases, using the content on the Web tab (including when accessing other sites from the Web tab);
- (b) accessing third party sites from the Home or My tabs (in Australia, Next G or 3G customers will not be charged usage for downloading content within the Home or My tabs but advertisements that sit on sites you browse will count towards your usage);
- (c) any content/subscription charges you agree to pay to access certain BigPond Mobile Services content on the Home or My tabs (including those set out in Part H of the Telstra Mobiles Section of Our Customer Terms);
- (d) data usage charges for receiving passive push notifications, which are downloaded (for example, from websites or services you have subscribed to) by your handset or device with or without your prior permission

6.7 If data charges apply, when you access BigPond Mobile Services using 3G, HSDPA or GPRS capabilities, your data usage will be charged per kilobyte of information you send, browse or download.

6.8 Content subscription charges are not eligible for account level discounts.

6.9 You can access BigPond Mobile Services using 3G, HSDPA or GPRS capabilities on a pay-as-you-go basis or with a monthly data pack.

Premium content

6.10 Some BigPond Mobile Services content is identified as premium content. If you wish to access premium content, you will be charged an additional amount which we will tell you before you access it.

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BigPond Mobile Services Content – Send as SMS feature

- 6.11 Some BigPond Mobile Services content may be sent as a text message from you to another compatible handset via SMS. This feature is known as “Send as SMS”. You will be charged an additional amount to use the “Send as SMS” feature, which we will tell you before you send the text message.

7 Java applications

What are Java applications?

- 7.1 If you have a compatible Java device, you can download Java applications, including games and other data services.

Availability

- 7.2 You can only access Java applications if you are a post-paid or pre-paid GSM, 3G or Next G customer with a compatible handset.

Handsets and devices

- 7.3 You can only use a handset or device which we approve as being suitable to access the BigPond Mobile Services (previously known as Telstra Active or WAP) and download and use Java applications.

Application charges

- 7.4 An application charge may apply each time you download a Java application. Before you download the Java application, we will tell you (on your device) about the charge and whether it is for buying or hiring the application for 30 days.
- 7.5 The charge applies when you order the Java application, whether or not you download it to your device. You must download the Java application within five days from when you buy or hire it.

BigPond Mobile Services (previously known as Telstra Active or WAP) data usage charges

- 7.6 We charge you standard BigPond Mobile Services charges for downloading and using Java applications. We will not tell you of these charges on your device.
- 7.7 The following charges apply, depending on how you access Java Applications:
- (a) if you access Java Applications via GPRS (post-paid or pre-paid) and you are a GSM subscriber, refer to section 3 above ;
 - (b) if you access Java Applications via 3G, HSDPA or GPRS and you are a 3G or Next G subscriber, refer to section 5 above; and

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Interrupted downloads

- 7.8 If the download of a Java application is interrupted for any reason we consider reasonable, we will not charge you for the cost of that Java application.

Changing your device

- 7.9 If you buy a new device after downloading Java applications, you may need to purchase them again.

Limited memory on your device

- 7.10 Your mobile device has a limited amount of memory to store Java applications. The amount of available memory will depend on your device.

Deleting applications

- 7.11 If you delete a Java application that you have downloaded, it will be permanently removed from your device. You will not be reimbursed for any period of time during which the application has been paid for but not used. If you want to download that application again, Java application charges and BigPond Mobile Services charges will apply.

Marketing materials

- 7.12 You may be sent marketing materials relating to Java applications by us as well as by other people, via SMS, e-mail and other methods.

8 Circuit switched data access

What is Circuit switched data access?

- 8.1 Circuit switched data access allows you to access certain data services accessible via circuit switched capabilities with a compatible mobile phone.
- 8.2 Circuit switched data capabilities cannot be used to access the mobile Internet or BigPond Mobile Services.

Charges – post-paid services

- 8.3 We charge you the following charges if you use Circuit switched data capabilities via our mobile networks.

Charges for Circuit switched data access accessed via our mobile networks	GST excl.	GST incl.
Peak period national calls (7.00am-7.00pm, Mon-Fri)		
On connection	20¢	22¢
Each second	0.5¢	0.55¢

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Charges for Circuit switched data access accessed via our mobile networks	GST excl.	GST incl.
Off peak period national (all other times)		
On connection	20¢	22¢
Each second	0.25¢	0.275¢

Charges – pre-paid services

8.4 We charge you the following charges if you use Circuit switched data capabilities via the GSM networks:

Charges for Circuit switched data capabilities accessed via GSM networks	GST excl.	GST incl.
Peak period national calls (7.00am-7.00pm, Mon-Fri)		
On connection	20¢	22¢
Each second	0.5¢	0.55¢
Off peak period national (all other times)		
On connection	20¢	22¢
Each second	0.25¢	0.275¢

9 USSD (#Number#) service

What is the USSD service?

9.1 The USSD service allows you to use your USSD compatible GSM, 3G or Next G mobile telecommunications device to access some of the content and services set out in this Telstra Mobile section of Our Customer Terms.

9.2 The USSD service is accessed by dialling an allocated telephone number that either:

- (a) accesses specific content assigned to that number; or
- (b) generates a text based menu on your device, from which you can select particular content.

9.3 The allocated telephone numbers to use the USSD service are in the format #number# (for example, #100# for general content).

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Charges

- 9.4 You will not be charged for using the USSD service to search and browse menu options. However, you will be charged for content that you download via the USSD service. Please note that if you use the USSD service to connect to a Telstra service you will still be subject to the applicable charges (if any) for the use of that service.
- 9.5 The charges for content available via the service are indicated on the menu screens.

10 Telstra Wireless Machine to Machine (“M2M”) (previously the Telstra Wireless Telemetry)

What is the Telstra Wireless M2M service

- 10.1 From 2 July 2014 the Telstra Wireless Machine to Machine terms have been relocated to Part G – Data Services: Machine to Machine (“M2M”), located at <http://www.telstra.com.au/customer-terms/business-government/telstra-mobile/data-services/>.

11 BlackBerry Individual Solution

What is the BlackBerry Individual Solution?

- 11.1 Our BlackBerry Individual Solution (“**BIS**”) allows eligible customers with a properly configured BlackBerry compatible handset (“**Handset**”) to send and receive e-mail over the internet, browse the internet using the BlackBerry HTML browser and to use our compatible networks for voice calls, text messages and BigPond Mobile Services (previously known as Telstra Active or WAP).

Availability

- 11.2 You can only use the BIS service if you:
- (a) buy an eligible Handset for each intended user of the service, either under a Mobile Repayment Option (“**MRO**”) (for approved customers), a BIS MRO (for approved customers), a subsidised phone plan (for selected Handsets only) or purchased outright;
 - (b) set-up BlackBerry Web Client (internet) to redirect e-mails from your e-mail account to your Handset and vice versa; and
 - (c) connect (and stay connected to) the BlackBerry Voice Plan or an eligible post-paid Telstra mobile plan.

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On and from 1 November 2011, BIS is not available under a MRO or a BIS MRO or for connections with a BlackBerry Voice Plan.

Handsets

- 11.3 Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for BIS. The BlackBerry 10 handset is not a compatible BlackBerry® handset for BIS.

Eligible e-mail addresses

- 11.4 You may redirect e-mail from a web-based e-mail address, a POP e-mail address (like Hotmail or Yahoo), or another e-mail address using any other form of protocol approved by us and listed on the telstra.com website.
- 11.5 To do this, you need a BlackBerry Handset and BlackBerry plan and then you can set up email either via your PC or directly from your Handset by entering email address and password for up to 10 email accounts.

BlackBerry Web Client

- 11.6 BlackBerry Web Client is a part of the BIS service which allows you to view e-mail attachments. On most Handsets you can open your e-mail attachments using BlackBerry Web Client. E-mail sent via BlackBerry Web Client will not be encrypted. Specific functionality can vary depending on the particular Handset and network selected.
- 11.7 BlackBerry Web Client operates over the internet and works even if your PC is not switched on. You do not need to buy any software to use BlackBerry Web Client.
- 11.8 You may still be able to use your Handset for voice calls, text messages and BigPond Mobile Services (previously known as Telstra Active or WAP) over our compatible networks if you do not set-up BlackBerry Web Client.
- 11.9 There are additional licence terms which apply to your use of BlackBerry Web Client. These terms are described in more detail under “Additional Blackberry Terms” in this section. If you do not accept these licence terms, you will have 10 days from when you sign the application form to call us and cancel your BIS service.

Contract Term

BlackBerry Individual Solution plan charges – For contract terms that expire on and after 18 October 2008

- 11.10 If you select a 24 month BIS plan, at the end of your 24 month plan contract term:
- (a) your e-mail service will revert to a casual email plan and thereafter you will be charged a monthly email fee the same as that paid during the contract term, unless you recontract to a then available BIS fixed term plan; and

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- (b) you will remain on the same Telstra mobile plan or BlackBerry Voice Plan you selected as part of your 24 month BIS plan.

11.11 During your 24 month BIS plan:

- (a) Subject to the terms of any applicable promotional offer, if you are connected to a 24 month BIS plan, you may:
- move to another then available 24 month BIS plan within your existing 24 month plan contract and an early termination charge will not apply; or
 - move to a BIS month to month plan and an early termination charge will not apply provided you stay connected to the Telstra mobile plan or BlackBerry Voice Plan connected to your Handset for the remainder of your original 24 month BIS plan contract term.
- (b) If you move to a 24 month BIS plan, you will be required to restart your 24 month contract term.

11.12 If your selected BIS 24 month plan is no longer available to new customers, we may transfer your plan to any other current plan which is reasonably comparable. We will tell you before this happens.

11.13 On and from 26 March 2013, 24 month BIS Plans are only available with a bring your own compatible BlackBerry handset.

Cancelling the service

11.14 You may cancel your BIS plan or BlackBerry Voice Plan or other eligible Telstra mobile plan connected to your Handset at any time. However, if you selected a 24 month BIS plan you must pay us any applicable early termination charge per plan cancelled (other than as a result of our material breach) in accordance with the terms governing that plan, as reasonably determined by us and the early termination charges set out under your Telstra mobile plan (and the balance of the Mobile Repayment Amount outstanding, if applicable) may become payable if you cancel your Telstra mobile plan.

11.15 If you do cancel your BIS service or Telstra mobile plan (other than as a result of our material breach), we will not refund or waive any of the charges already paid or incurred by you (including the BlackBerry plan monthly fee for the month in which you cancel your plan).

11.16 If you cancel your BlackBerry Voice Plan or other eligible Telstra mobile plan and do not move your Handset to another one of these mobile plans, your associated BIS e-mail for that Handset will also be cancelled.

BlackBerry Individual Solution plan charges – For services connected on and from 28 March 2012

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11.17 For services connected on and from 28 March 2012, the monthly fee for your BIS plan is as set out below, subject to the terms of any applicable promotional offer. This monthly fee lets you send and receive an unlimited number of e-mails to and from your Handset in Australia (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing within Australia via the BlackBerry browser. Additional charges apply for your Handset, Telstra mobile plan, voice and data usage (including charges for text messages), BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry Browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BIS monthly fee	GST excl	GST incl
Month to Month Plan - monthly fee	\$9.09	\$10.00

11.18 Unless you have an existing agreement with us to purchase a BIS Month to Month Plan entered into before 26 March 2013, on and from 26 March 2013, BIS Month to Month Plans are only available with a bring your own compatible BlackBerry handset.

11.19 If you have an existing agreement with us to purchase a BIS Month to Month Plan entered into before 26 March 2013, on and from 1 July 2013 the BIS Month to Month Plan are only available with a bring your own compatible BlackBerry handset.

Additional BlackBerry terms

11.20 The following terms also apply to your use of the Handset and BlackBerry Web Client to send or receive e-mail:

- (a) if applicable to your Handset, Research in Motion Limited's ("**RIM**") standard terms and conditions associated with RIM handsets; and
- (b) the terms of RIM's standard BlackBerry Web Client and BIS software licence as advised to you by RIM.

11.21 Parts of the BIS service use the internet and an overseas mobile network that we do not own (but which is operated by RIM).

Using your Handset overseas

11.22 You could breach the laws of another country (in particular the United States or Canada) if you use, send or take a Handset outside of Australia. This is partly due to laws regulating the importation, exportation and use of encryption software contained within a Handset.

11.23 You may only use the Handset in, or send or take it to, other countries approved by us for your network. We will provide a list of approved countries for Handsets on the telstra.com website. We may update this list from time to time.

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Password protection

- 11.24 Each Handset has a password protection function. You must make sure that this function is always activated on your Handset, regardless of who is using the Handset.

BlackBerry App World Carrier Billing

- 11.25 As part of providing the BIS service to you, we may offer eligible customers the ability to pay for applications purchased through BlackBerry App World on your Telstra bill (“**Carrier Billing Service**”).
- 11.26 We will decide whether or not to give you access to our Carrier Billing Service. We will tell you if you are not eligible for our Carrier Billing Service. If you are not eligible for our Carrier Billing Service, you may be able to purchase applications through BlackBerry App World using other payment methods.
- 11.27 You will need compatible software on your Handset in order to be able to access BlackBerry App World and to use our Carrier Billing Services. You acknowledge and agree that this software:
- (a) may be factory installed or virtually pre-loaded on all new Handsets purchased by you;
 - (b) may be pushed by us for an over-the-air installation or virtual pre-loading on all existing Handsets previously purchased by you; or
 - (c) may otherwise be made available for download and installation by you.
- 11.28 When you purchase an application through BlackBerry App World, the price of the application will be set by either the merchant of record for that application in BlackBerry App World or the developer of that application. We are not responsible for setting the price of any applications.
- 11.29 We will pay the merchant of record on your behalf and charge you the price for the application after it has been provided to you. There may be some cases where the charges are debited from your account before the application is delivered to your Handset.
- 11.30 We will take reasonable steps to make our Carrier Billing Services available to you at all times, but we cannot guarantee that we will provide our Carrier Billing Services to you in a timely, continuous or fault-free manner.
- 11.31 You must let us know of any errors or disputed charges billed to you using our Carrier Billing Service. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any applications by you, you agree that where we refund the application charges to you that you may be no longer able to access those applications on your Handset.

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- 11.32 We are not responsible for any applications bought by you from BlackBerry App World using our Carrier Billing Service. We do not promise the accuracy, suitability or quality, of such applications from third party providers.
- 11.33 Your use of any applications purchased using our Carrier Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in BlackBerry App World or the developer of that application.
- 11.34 We will take reasonable steps to deliver applications bought by you from BlackBerry App World using our Carrier Billing Service. However, we cannot promise that we will deliver applications in a timely, continuous or fault-free manner.
- 11.35 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with our Carrier Billing Services. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 11.36 When you use our Carrier Billing Services, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for BlackBerry App World to provide you with applications purchased through BlackBerry App World.
- 11.37 If you have any complaints about any applications, you must contact the merchant of record for that application in BlackBerry App World or the developer of that application. This is in addition to any rights you may have against us under any applicable law.
- 11.38 You can contact us if you have any complaints or enquiries about the charges for any applications purchased by you using our Carrier Billing Service.
- 11.39 Any refunds of amounts paid by you to purchase applications using our Carrier Billing Service must be agreed between us and the merchant of record for that application in BlackBerry App World. Where we refund the purchase price of the application to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner. You agree that where we refund the purchase price of any application to you, your access to that application will be disabled within a reasonable time.
- 11.40 You acknowledge and agree that we may cease to provide Carrier Billing Services if our agreements with Research In Motion Ltd or with any merchant of record for BlackBerry App World ends. We will try to provide you as much notice as possible before we cease providing Carrier Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

General

- 11.41 You must use your Handset, our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers’ enjoyment of our network or if you breach a material term of these terms, in accordance

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with the General Terms of Our Customer Terms (to see these terms –business and government customers [click here](#)). We will tell you before this happens.

12 BlackBerry Enterprise Server Solution

What is the BlackBerry Enterprise Server Solution?

12.1 Our BlackBerry Enterprise Server (“**BES**”) Solution allows eligible customers with one or more properly configured BlackBerry compatible handsets (“handsets”) and BES software to send and receive e-mail wirelessly and to use our compatible networks for voice calls, SMS and BigPond Mobile Services (previously known as Telstra Active or WAP).

Availability

12.2 We supply BES Solutions for business purposes and you must use the BES Solution predominantly for business purposes.

12.3 You can only use the BES Solution if you:

- (a) have a handset for each intended user of the service;
- (b) buy the BES software (sold separately), together with a client access licence (also sold separately) for each intended user of the service. The BES software redirects e-mail from an e-mail account to a handset and vice versa;
- (c) connect to one of the BES Email Plans or BES Data Plan as described below; and
- (d) connect (and stay connected) to the BlackBerry Voice Plan or an eligible Telstra post-paid mobile Plan:
 - (i) for the same contract term as your BES Email Plan or BES Data Plans; or
 - (ii) on a month to month basis, if you have purchased a handset outright and connect to a BES Email Plan or BES Data Plan on a month to month basis.

12.4 You may still be able to use your handset for voice calls, SMS and BigPond Mobile Services (previously known as Telstra Active or WAP) over our compatible networks if you do not set up the BES Solution.

12.5 There are additional licence terms which apply to your use of BES Solution. These terms are described in more detail under “Additional Terms”.

Handsets

12.6 Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES Email Plans and BES Data Plans.

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BES software

- 12.7 You may purchase BES software and client access licences from us for the handsets.
- 12.8 If you are using BES software you will require client licences for each BES Email Plan and BES Data Plan connected.
- 12.9 To use the BES Solution and the BES software, you must meet the minimum system requirements as published on the BlackBerry website at www.blackberry.com.
- 12.10 BES software will encrypt all e-mails which are redirected from your PC or sent from each handset purchased under the BES Solution. It also allows you to view and modify e-mails, view e-mail attachments, calendars and global address books and access corporate data systems using appropriate third party applications. Connectivity and specific functionality can vary depending on your e-mail server and the particular handset and network selected.

BES Software Installation Assistance - not available to new customers on and from 16 November 2011

- 12.11 You are responsible for installing your BES software on your server. If you are a customer who has purchased a BES Email Plan before 16 November 2011 or has an agreement with us for BES Email Plans entered into before 16 November 2011, and require assistance in installing the BES software on your server you may request that we provide BES software installation assistance ("**BES Installation Assistance**"). BES Installation Assistance does not include us assisting you or your end users in installing or upgrading software on handsets.
- 12.12 If you request BES Installation Assistance, we will:
- (a) conduct a pre-installation briefing with your IT representative by telephone in order to:
 - (i) confirm with you that your systems (e.g. your server hardware and operating system) meet the minimum system requirements for the BES software, and that you have a supported email platform installed, as published by Research in Motion Limited ("**RIM**") on the BlackBerry website at www.blackberry.com; and
 - (ii) arrange a date and time for us to perform installation of the BES software on your server, either on-site or remotely (as agreed with you);
 - (b) at the arranged time, perform the installation of the BES Software on your server, including:
 - (i) creating local machine management databases;
 - (ii) enabling the BlackBerry Mobile Data System ("**MDS**") browser on handsets;

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- (iii) completing network authentication and testing internet connectivity;
 - (iv) assigning a pre-defined IT policy to your end users based on your security requirements; and
 - (v) remote synchronisation of up to (and including) 5 end users with handsets, and testing email, calendar, contacts and MDS browser functions;
- (c) where we provide remote installation, contact you by phone to confirm whether installation has been successful; and
- (d) on the same day as installation takes place, provide a basic training session (of up to one hour), via telephone (for remote installation) or in person (for on-site installation), with your nominated IT representative in relation to the following basic functions of the BES software: adding and removing end users; passwords; remote wiping of handset data; assigning IT policy groups to end users; and configuring the MDS browser.

BES Installation Assistance will only be provided between 9am and 5pm Monday to Friday, excluding public holidays in the State/Territory in which the BES software is to be installed. Where we provide remote installation, we will not be present on-site during any part of the BES Installation Assistance.

12.13 The BES Installation Assistance does not include:

- (a) assistance with hardware, or loading or configuring operating systems, email applications or any software other than the BES software;
- (b) configuration of routers, firewalls, proxy servers or any other network components;
- (c) installation of the BES software on multiple servers designed to interoperate together (eg. for backup or redundancy purposes) or installation of different components of the BES software over multiple servers;
- (d) post installation assistance, or any maintenance or support of BES software (including upgrading BES software); or
- (e) provision of any documentation.

12.14 In order for us to provide the BES Installation Assistance, you must:

- (a) have purchased applicable BES software and client access licences (which you may purchase from us);
- (b) have purchased (and activated) at least one handset and BES Email Plan from us for us to ensure network interoperability and conduct remote synchronisation and testing;

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- (c) have existing internet connectivity and systems that meet the minimum system requirements for the BES software, as specified by RIM;
- (d) have a supported email platform installed, as specified by RIM;
- (e) do all things necessary to assist us to provide you with the BES Installation Assistance including, but not limited to, providing access (on-site or remote, as applicable) to the relevant systems and to your relevant personnel; and
- (f) ensure that we have full authority to access your premises and systems to provide the BES Installation Assistance and that you have obtained any necessary consents for this purpose.

12.15 You will be required to formally accept the deployment of the BES software.

12.16 A fee of \$1,595 (including GST) is payable for each installation of BES software in relation to which we provide BES Installation Assistance. For example, if you require our assistance with installation of BES software on two email servers, the total fees payable for BES Installation Assistance will be \$3,190 (including GST), being twice the BES Installation Assistance fee.

12.17 If we attend your premises on an agreed installation date, or have arranged a time with you for us to remotely install the BES software, and you or your systems are not ready for us to perform the BES installation (including where you have not provided adequate access to your systems or, on us accessing your systems, we identify that your systems do not meet the minimum requirements), you must reimburse us for all costs and expenses we have reasonably incurred.

12.18 You understand that our BES Installation Assistance service will not guarantee that the BES software will:

- (a) be compatible with your information, software, hardware or other equipment or systems;
- (b) be fault free; or
- (c) function without error.

BES Email Plans and BES Data Plans

Contract term

12.19 If you choose to purchase a handset at a subsidised price, you may select a 24 month:

- (a) BES Email Plan with a handset, as determined by us, at a subsidised price (“**BlackBerry Email Plan with Handset**”); or
- (b) BES Data Plan with a handset, as determined by us, at a subsidised price (“**BlackBerry Data Plan with Handset**”)

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12.20 At the end of your plan's contract term, your service will remain on the selected BlackBerry Email Plan with Handset or BlackBerry Data Plan with Handset (and other selected mobile plan) on a month to month basis.

12.21 If you choose to purchase a handset outright or use an approved BYO device, then you may select a service only:

- (a) BES Email Plan on a month to month basis ("**BlackBerry SIM Only Casual Email Plan**"); or
- (b) BES Email Plan on a 24 month contract term ("**BlackBerry SIM Only Email Plan**");

(together "**BES SIM Only Email Plans**").

- (c) BES Data Plan on a month to month basis ("**BlackBerry SIM Only Casual Data Plan**")
- (d) BES Data Plan on a 24 month contract term ("**BlackBerry SIM Only Data Plan**")

(together "**BES SIM Only Data Plans**").

At the end of your selected contract term, your service will remain on the selected BES SIM Only Email Plan or BES SIM Only Data Plan (and other selected mobile plan) on a month to month basis.

End Date of Availability of BES Email Plans and BES Data Plans

12.22 On and from 16th November 2011, BlackBerry Email Plans with Handset and BES SIM Only Email Plans are not available to new customers.

12.23 On and from 26 March 2013, BlackBerry Data Plans with Handset and BES SIM Only Data Plans are not available to new customers.

12.24 If you have existing agreement with us to purchase a BES Email Plan or entered into before 16 November 2011, on and from 1 July 2013:

- (a) the BlackBerry Email Plans with Handset are no longer available; and
- (b) the BES SIM Only Email Plans are only available with a bring your own compatible BlackBerry handset. The BlackBerry 10 handset is not a compatible BlackBerry® handset for the BES SIM Only Email Plan. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES SIM Only Email Plan.

12.25 If you have existing agreement with us to purchase a BES Data Plan entered into before 26 March 2013, on and from 1 July 2013:

- (a) the BlackBerry Data Plans with Handset are no longer available; and

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- (b) the BES SIM Only Data Plans are only available with a bring your own compatible BlackBerry handset. The BlackBerry 10 handset is not a compatible BlackBerry® handset for the BES SIM Only Data Plan. Only BlackBerry handsets with an OS7 (or lower) operating system are compatible BlackBerry handsets for the BES SIM Only Data Plan.

12.26 A BYO device must be used with a Telstra 3G USIM. Telstra provides no guarantee that a BYO device will be compatible with our networks or the BES Solution.

12.27 If your selected BES Email Plan or BES Data Plan is no longer available to new customers, we may transfer your service to any other current plan which is reasonably comparable. We will tell you before this happens.

Cancelling/Changing the service

12.28 If you are connected to a BlackBerry Email Plan with Handset or BlackBerry Data Plan with Handset and you cancel or move your BlackBerry Email Plan with Handset to a BlackBerry SIM Only Email Plan or your BlackBerry Data Plan with Handset to a BlackBerry SIM Only Data Plan before the end of your 24 month contract term, you will be deemed to have cancelled that plan and must pay us an early termination charge as set out below.

12.29 If you cancel your BlackBerry Voice Plan or eligible Telstra mobile plan connected to any of your handsets and do not move your handset to another eligible mobile plan, the associated BES Email Plan and BES Data Plan (as applicable) for that handset will be automatically cancelled. Each of your BES Email Plans and BES Data Plans (as applicable) will also be automatically cancelled if you cancel your overall BES Solution service at the account level.

12.30 You may cancel your BES Email Plan, BES Data Plan, BlackBerry Voice Plan or other eligible Telstra mobile plan connected to any of your handsets at any time, subject to paying the applicable early termination charge (if any) under your BES Email Plan, BES Data Plan or mobile plan. You do not have to pay the early termination charges if your cancellation was a result of our material breach.

12.31 If you purchase a BES Email Plan on or after 23 June 2010 or BES Data Plan, the amount payable as an early termination charge (“ETC”) for cancellation of your BES Email Plan and BES Data Plan is calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

Where the Base ETC Amount is as set out below

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Plan	Base ETC Amount (incl GST)
BlackBerry Plan with Handset – Premium	\$1058
BlackBerry Plan with Handset – Standard	\$1058
BlackBerry Plan with Handset - Basic	\$645
BlackBerry Data Plan with Handset – Standard	\$1058
BlackBerry Data Plan with Handset – Basic	\$645
BlackBerry SIM Only Email Plan	\$244
BlackBerry SIM Only Data Plan	\$244

12.32 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

12.33 If you do cancel your BES Email Plan, BES Data Plan or mobile plan (other than as a result of our material breach) we will not refund or waive any fees or charges already paid or incurred by you (including the Monthly Service Fee for the BES Email Plan or BES Data Plan for the month in which you cancel your BES Email Plan or BES Data Plan).

BES Email Plans with Handset:

- (a) **not available to new customers on and from 16 November 2011; and**
- (b) **for customers with an existing agreement with us to purchase the BES Email Plans with Handset entered into before 65 March 2013, not available on and from 1 July 2013.**

12.34 For services connected during or from the dates shown below, the monthly e-mail fee for the BES Solution will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer. This Monthly Fee lets you send and receive an unlimited number of e-mails to and from your handset in Australia (experience

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may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser. The Monthly Fee is in addition to the charges in relation to the BES software and client licences. You may also be required to pay an additional amount upfront for your handset. Additional charges apply for your mobile plan and voice and data usage, including charges for SMS, BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

12.35 For new services connected between 1 September 2004 and 23 June 2010, the Monthly Fees are as follows:

BES Email Plan	Available Date	Monthly Fee GST excl	Monthly Fee GST incl
24 Month BlackBerry Email Plan with Handset	From 1 September 2004 until 23 June 2010	\$81.77	\$89.95
24 Month BlackBerry Email Plan with Handset	From 1 September 2004 until 23 June 2010	\$72.68	\$74.95

12.36 All new services connected to the \$89.95 BlackBerry Plan with Handset between 7 March 2008 and 23 June 2010 will also include Memo service on a Memo Low Plan, with the monthly access charge and all charges per call answered waived during the first month, and with the monthly access charge only waived in subsequent months. The terms for the Memo service are available [here](#).

12.37 On and from 31 July 2008, all new services connected to the BlackBerry Email Plan with Handset - Premium will also include the Whereis Navigator service, with the monthly subscription charge waived for the term of the BlackBerry plan. The terms for the Whereis Navigator service are available [here](#)

12.38 For:

- (a) new services connected after 23 June 2010 until 16 November 2011 ; and
- (b) customers with an existing agreement with us to purchase the BES Email Plan with Handset entered into before 26 March 2013, for services connected until 1 July 2013,

the monthly fees are as follows:

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BES Email Plan	GST excl	GST incl
BlackBerry Plan with Handset - Premium	\$81.77	\$89.95
BlackBerry Plan with Handset - Standard	\$72.68	\$79.95
BlackBerry Plan with Handset - Basic	\$63.59	\$69.95

12.39 On and from:

- (a) 31 July 2008, all new services connected to the BlackBerry Email Plan with Handset - Premium; and
- (b) 23 June 2010, all new services connected to the BlackBerry Email Plan with Handset - Standard,

will also include the Whereis Navigator service, with the monthly subscription charge waived for the term of the BlackBerry Email Plan with Handset. The terms for the Whereis Navigator service are available [here](#).

BES SIM Only Email Plans:

- (a) **not available to new customers on and from 16 November 2011; and**
- (b) **for customers with an existing agreement with us to purchase the BES Email Plans with Handset entered into before 26 March 2013.**

12.40 For:

- (a) new services connected on and from the Available Dates set out below until 16 November 2011; and
- (b) services connected for customers with an existing agreement with us to purchase the BES SIM Only Email Plan entered into before 26 March 2013,

the Monthly Fee for BES SIM Only Email Plans are set out below. This Monthly Fee lets you send and receive an unlimited number of e-mails to and from your handset (which you must purchase separately) in Australia (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser. The Monthly Fee is in addition to the charges payable for the BES software and client licences. Additional charges apply for your handset, mobile plan and voice and data usage, including charges for SMS, BigPond Mobile Services (previously

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known as Telstra Active or WAP) browsing outside the BlackBerry browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BES SIM Only Email Plan	Available Date from	Monthly Fee (GST excl)	Monthly Fee (GST incl)
BlackBerry SIM Only Casual Email Plan (month to month)	From 7 March 2008 until varied or withdrawn	\$54.50	\$59.95
BlackBerry SIM Only Email Plan (24 months)	From 13 May 2004 until varied or withdrawn	\$45.40	\$49.95

BES Data Plans with Handset

Available for:

- (a) **new services connected on and from 16 November 2011 until 25 March 2013; and**
- (b) **customers with an existing agreement with us to purchase the BES Data Plans with Handsets entered into before 26 March 2013, for services connected until 1 July 2013.**

12.41 For:

- (a) new services connected on and from 16 November 2011 until 25 March 2013; and
- (b) customers with an existing agreement with us to purchase the BES Data Plans with Handsets, entered into before 26 March 2013, services connected on or before 1 July 2013,

the Monthly Fee for the BES Data Plans with Handset will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer.

12.42 For a BES Data Plans with Handset, the Monthly Fee is

BES Data Plan	GST excl	GST incl
BlackBerry Data Plan with Handset - Standard	\$63.64	\$70
BlackBerry Data Plan with Handset - Basic	\$54.55	\$60

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12.43 This Monthly Fee is for:

- (a) sending and receiving an unlimited number of e-mails to and from your handset on our Next G network in Australia (experience may vary where the e-mail has large attachments or embedded content) and unlimited browsing via the BlackBerry browser on our Next G network in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser ; and
- (b) 1GB of BigPond Mobile Services (previously known as Telstra Active or WAP) per service to and from the handset when the handset is used on our Next G network in Australia.

12.44 The Monthly Fee for a BES Data Plans with Handset, does not cover, and additional fees will apply for:

- (a) sending and receiving emails and internet usage when a device is roaming overseas;
- (b) use of BigPond Mobile Services for a service in any month which exceeds 1GB, on a PAYG basis at a rate set out below;

Pay-as-you-go	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	22.73¢	25¢

When calculating data volumes:

- (i) 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;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) BES software and client licences;
 - (d) your BlackBerry Voice Plan or eligible Telstra post-paid mobile Plan;
 - (e) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above, including SMS, the Whereis Navigator service, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

You may also be required to pay an additional amount upfront for your handset.

New BES SIM Only Data Plans

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Available for:

- (f) **new services connected on and from 16 November 2011 until 25 March 2013; and**
- (g) **customers with an existing agreement with us to purchase the BES SIM Only Data Plans entered into before 26 March 2013.**

12.45 For:

- (a) new services connected on and from 16 November 2011 until 25 March 2013; and
- (b) services connected for customers with an existing agreement with us to purchase the BES SIM Only Data Plans entered into before 26 March 2013,

the Monthly Fee for the BES SIM Only Data Plans will depend on your chosen plan and handset as set out below, subject to the terms of any applicable promotional offer.

12.46 For a BES SIM Only Data Plans, the Monthly Fee is:

BES SIM Only Data Plan	Monthly Fee (GST excl)	Monthly Fee (GST incl)
BlackBerry SIM Only Casual Data Plan (month to month)	\$45.45	\$50
BlackBerry SIM Only Data Plan (24 months)	\$36.36	\$40

12.47 This Monthly Fee is for:

- (a) sending and receiving an unlimited number of e-mails to and from your handset on our Next G network in Australia (experience may vary where the e-mail has large attachments or embedded content) and unlimited browsing via the BlackBerry browser on our Next G network in Australia. If you have the Mobile Data System (MDS) feature enabled on your handset, browsing via the BlackBerry browser in Australia includes accessing your applications on your private corporate network via the BlackBerry browser; and

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- (b) 1GB of BigPond Mobile Services (previously known as Telstra Active or WAP) per service to and from the handset when the handset is used on our Next G network in Australia.

12.48 The Monthly Fee for a BES SIM Only Data Plans, does not cover, and additional fees will apply for:

- (a) sending and receiving emails and internet usage when a device is roaming overseas;
- (b) use of BigPond Mobile Services for a service in any month which exceeds 1GB, on a PAYG basis at a rate set out below;

Pay-as-you-go	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	22.73¢	25¢

When calculating data volumes:

- (i) 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;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) BES software and client licences;
 - (d) your BlackBerry Voice Plan or eligible Telstra post-paid mobile Plan;
 - (e) purchase of a handset;
 - (f) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above, including SMS, the Whereis Navigator service, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BlackBerry Voice Plan

12.49 We will charge you the following for the BlackBerry Voice Plan, which includes a connection fee per call, plus a call charge.

12.50 We will automatically connect you to the BlackBerry Voice Plan if you fail to elect an eligible Telstra post-paid mobile plan. The Blackberry Voice Plan is a default voice plan which allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Blackberry Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your Blackberry Voice Plan are set out in other parts of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Blackberry Voice Plan (business and government customers [click here](#)).

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12.51

BlackBerry Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢
Charges for voice calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	50¢
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		

Additional terms

12.52 The following terms also apply to your use of the handsets and your BES service to send or receive e-mail:

- (a) if applicable to your handset, RIM's standard terms and conditions associated with RIM handsets; and
- (b) the terms of RIM's standard BES software licence as advised to you by RIM.

12.53 Parts of the BES Solution use the internet and an overseas mobile network that we do not own (but which is operated by RIM).

Using your handset overseas

12.54 You could breach the laws of another country (in particular the United States or Canada) if you use, send or take a handset outside of Australia. This is partly due to laws regulating the importation, exportation and use of encryption software contained within a handset.

12.55 You may only use the handset in, or send or take it to or from, other countries approved by us for your network. We will provide a list of approved countries for handset on the telstra.com website. We may update this list from time to time.

Password protection

12.56 Each handset has a password protection function. You must make sure that this function is always activated on your handset, regardless of who is using the handset.

Responsibility for use of BES Solution

12.57 You are solely responsible for your use of the BES Solution and the content and security of any data or information which is sent or received using your BES Email Plan, BES Data Plan or BES BlackBerry Plus Plan.

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Support

- 12.58 We will operate a helpdesk for all services connected to a BES Email Plan and BES Data Plan. This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation to your BES Solution. The helpdesk will operate between the hours of 8 am to 6 pm local time, Monday to Friday on days which are not national public holidays. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.
- 12.59 Support services will not be provided in relation to faults or problems with your BES software, including installation and upgrades.

BlackBerry App World Carrier Billing

- 12.60 As part of providing the BES Solution to you, we may offer eligible customers the ability to pay for applications purchased through BlackBerry App World on your Telstra bill (“**Carrier Billing Service**”).
- 12.61 We will decide whether or not to give you access to our Carrier Billing Service. We will tell you if you are not eligible for our Carrier Billing Service. If you are not eligible for our Carrier Billing Service, you may be able to purchase applications through BlackBerry App World using other payment methods.
- 12.62 You will need compatible software on your handset in order to be able to access BlackBerry App World and to use our Carrier Billing Services. You acknowledge and agree that this software:
- (a) may be factory installed or virtually pre-loaded on all new handsets purchased by you;
 - (b) may be pushed by us for an over-the-air installation or virtual pre-loading on all existing handsets previously purchased by you; or
 - (c) may otherwise be made available for download and installation by you.
- 12.63 When you purchase an application through BlackBerry App World, the price of the application will be set by either the merchant of record for that application in BlackBerry App World or the developer of that application. We are not responsible for setting the price of any applications.
- 12.64 We will pay the merchant of record on your behalf and charge you the price for the application after it has been provided to you. There may be some cases where the charges are debited from your account before the application is delivered to your device.
- 12.65 We will take reasonable steps to make our Carrier Billing Services available to you at all times, but we cannot guarantee that we will provide our Carrier Billing Services to you in a timely, continuous or fault-free manner.

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- 12.66 You must let us know of any errors or disputed charges billed to you using our Carrier Billing Service. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any applications by you, you agree that where we refund the application charges to you that you may be no longer able to access those applications on your device.
- 12.67 We are not responsible for any applications bought by you from BlackBerry App World using our Carrier Billing Service. We do not promise the accuracy, suitability or quality, of such applications from third party providers.
- 12.68 Your use of any applications purchased using our Carrier Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in BlackBerry App World or the developer of that application.
- 12.69 We will take reasonable steps to deliver applications bought by you from BlackBerry App World using our Carrier Billing Service. However, we cannot promise that we will deliver applications in a timely, continuous or fault-free manner.
- 12.70 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with our Carrier Billing Services. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 12.71 When you use our Carrier Billing Services, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for BlackBerry App World to provide you with applications purchased through BlackBerry App World.
- 12.72 If you have any complaints about any applications, you must contact the merchant of record for that application in BlackBerry App World or the developer of that application. This is in addition to any rights you may have against us under any applicable law.
- 12.73 You can contact us if you have any complaints or enquiries about the charges for any applications purchased by you using our Carrier Billing Service.
- 12.74 Any refunds of amounts paid by you to purchase applications using our Carrier Billing Service must be agreed between us and the merchant of record for that application in BlackBerry App World. Where we refund the purchase price of the application to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner. You agree that where we refund the purchase price of any application to you, your access to that application will be disabled within a reasonable time.
- 12.75 You acknowledge and agree that we may cease to provide Carrier Billing Services if our agreements with Research In Motion Ltd or with any merchant of record for BlackBerry App World ends. We will try to provide you as much notice as possible before we cease providing Carrier Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

Part G – Data Services

General

- 12.76 You must use your handset, our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

13 The Navman Wireless GPS Fleet and Asset Management Solutions

- 13.1 The Navman Wireless GPS Fleet and Asset Management Solutions (“**Navman Wireless Solution**”) uses the Telstra Mobile Network to provide near real-time vehicle and asset locations, mapping, reporting and mobile communication. There is also an option to use the Iridium satellite network when the vehicle or asset is outside of Telstra Mobile Network coverage areas. The functionality available to you via a Navman Wireless Solution depends on the options selected by you (as described in sections 13.2 and 13.3).

Availability

- 13.2 To take up the Navman Wireless Solution, you will need:
- (a) Navman Wireless hardware, including the:
 - (i) devices; and
 - (ii) accessories;as set out in the table in section 13.5 (“**Navman Wireless Hardware**”);
 - (b) Navman Wireless OnlineAVL2 application(s):
 - (i) Online AVL2 application module (for Tracking or Mobile Communication); or
 - (ii) Online AVL2 application module (for Qtanium 100);
 - (iii) Fringe Benefit Tax (**FBT**) Intelligence application,(each a “**Navman Wireless Application**”), and
 - (c) an eligible Telstra Machine to Machine (**M2M**) data and voice plan for each Navman Wireless Hardware device and Navman Wireless Application to access the Telstra Mobile Network.
- 13.3 You may also take up a satellite communications unit to access the Iridium satellite network when your vehicle or asset is not within Telstra Mobile Network coverage areas

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(“**Satellite Communications Unit**”). As Telstra does not offer this service, you may wish to acquire this service from Navman Wireless Australia Pty Ltd or another third party provider.

13.4 If you purchase separately a Satellite Communications Unit from Navman Wireless Australia Pty Ltd (“**Navman Wireless**”) or another third party provider, you’ll be billed directly by Navman Wireless or your other third party provider for data usage on your Satellite Communications Unit.

13.5 For the purposes of clause 13.2 (a) above, Navman Wireless Hardware includes:

Hardware	Description
Qube	In-vehicle tracking device
Qtanium	Rugged tracking device
Qtanium 100	Asset tracking device
MDT-860	Mobile Data Terminal
M-Nav 800	Mobile Navigation Terminal
Satellite	Satellite Communications Unit

13.6 You agree and acknowledge that you will not use your Navman Wireless Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.

13.7 There are additional terms which apply to your use of Navman Wireless Solution. These terms are described in more detail under “Additional Terms” below.

13.8 You must use your Navman Wireless Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

Eligibility

13.9 You are only eligible for the Navman Wireless Solution if you have an ABN, ACN or ARBN.

General Licence Terms

13.10 If you purchase a Navman Wireless Application licence from us, we will grant you a non-exclusive and non-transferable licence to use the Navman Wireless Application (and any associated documentation) as part of the Navman Wireless Solution solely for your own internal business purposes.

13.11 You understand that you must not:

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- (a) copy, reproduce or modify the Navman Wireless Application (or any associated documentation) or create any derivative work from the Navman Wireless Application;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Navman Wireless Application (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Navman Wireless Application or otherwise attempt to gain access to the source code of the Navman Wireless Application;
- (d) use the Navman Wireless Application for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Navman Wireless Application in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by Navman Wireless to a third party (including any documentation provided to you in connection with the Navman Wireless Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Navman Wireless Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in paragraphs 13.11(a) to 13.11(f) above.

13.12 You understand that you have no rights or interests in the Navman Wireless Application other than those expressly granted in this section.

Data Plans

13.13 You will need to separately take up an eligible Telstra Machine to Machine (M2M) data plan as part of your Navman Wireless Solution.

13.14 The Telstra M2M data plans are provided under the relevant terms and conditions set out under Our Customer Terms Telstra Mobiles Section Part G – Data Services.

Contract term

13.15 You can purchase the Navman Wireless Solutions on either:

- (a) a casual option, which you will need to:
 - (i) enter into a month-by-month contract for the Navman Wireless Application(s);
 - (ii) enter into a month-by-month contract for an eligible Telstra M2M data plan (for each device and application); and

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- (iii) make upfront payments for Navman Wireless Hardware and other costs
(“**Casual Option**”), or
- (b) a repayment option, which you will need to:
 - (i) enter into a 36-month contract for the Navman Wireless Application(s);
 - (ii) enter into a 36-month contract for the repayment of Navman Wireless Hardware and other costs paid in monthly instalment; and
 - (iii) enter into a month-by-month contract for an eligible Telstra M2M Data Plan (for each device and application);(“**Repayment Option**”), or
- (c) an application-only option, which you will need to:
 - (i) enter into a month-by-month contract for the Navman Wireless Application(s); and
 - (ii) enter into a month-by-month contract for an eligible Telstra M2M data plan (for each application)(“**Application-Only Option**”).

13.16 If we offer you a Repayment Option, property in and title to any Navman Wireless Hardware devices (and accessories, if applicable) under the Repayment Option passes from us to you on delivery of the Navman Wireless Hardware to you.

13.17 If you fail to pay the monthly instalments, we may suspend or cancel your Navman Wireless Solution in accordance with the General Terms of Our Customer Terms.

Cancelling, Changing or Terminating the Navman Wireless Solutions

13.18 You may change from a Repayment Option to a Casual Option at any time during the 36 month term. ETCs will apply for the Navman Wireless Hardware in accordance with clauses 13.22, 13.23, 13.24, and 13.25 below.

13.19 You may cancel your Navman Wireless Application licence at any time by notifying us in writing. Your cancellation request will be actioned by Navman Wireless within 30 calendar days from the date of your written notification. If you cancel a Navman Wireless Application licence, you will be unable to use the Navman Wireless Solution. ETCs may apply in accordance with clause 13.24 below.

13.20 We may cancel your Navman Wireless Application licence immediately if you become insolvent or you fail to maintain your Navman Wireless Hardware devices. ETCs may apply.

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13.21 We may cancel your Navman Wireless Application licence if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). ETCs may apply.

Termination

13.22 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network 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.

13.23 If you cancel your eligible Telstra M2M data plan connected to any of your Navman Wireless Solutions and you continue to use your Navman Wireless Hardware and Navman Wireless Applications, you will be charged on a "Pay As You Go" basis for any data services used. The terms and conditions on which this will be provided are set out under Part G – Data Services of Our Customer Terms.

13.24 Where you acquire the Navman Wireless Solution on a Repayment Option and this contract is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra's breach, Telstra may charge you an ETC calculated as follows:

$$\text{ETC payable} = \frac{\text{ETC Base} \times \text{number of months remaining in your contract term}}{36}$$

Note: ETC Base is the minimum cost on a 36-month repayment option for the hardware and the application (as set out in the tables in this clause)

Hardware	MINIMUM COST (ON A 36-MONTH REPAYMENT OPTION)
Qube or Qtanium	\$1,980.00
Qube or Qtanium and MDT	\$2,811.60
Qube or Qtanium and MNAV	\$3,524.40
Qube or Qtanium and Satellite	\$3,564.00
Qube or Qtanium, Satellite and MDT	\$4,395.60
Qube or Qtanium, Satellite and MNAV	\$5,108.40
MNAV	\$1,544.40

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Hardware	MINIMUM COST (ON A 36-MONTH REPAYMENT OPTION)
Qtanium 100	\$594.00

Software	MINIMUM COST (ON A 36-MONTH REPAYMENT OPTION)
OnlineAVL2 application module	\$1,386.00
FBT Intelligence application	\$396.00
OnlineAVL2 application Qtanium 100 module	\$594.00

13.25 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Additional terms

Helpdesk

13.26 We will operate a helpdesk that you may contact by email or telephone for reasonable support in relation to your use of the Navman Wireless Solution.

13.27 If we cannot resolve the queries you raised under clause 13.26 above, we will refer your queries to Navman Wireless support.

Support And Service Plans

13.28 Professional services will be provided as specified by you in your application form and Navman Wireless in relation to your Navman Wireless Solution.

Installation

13.29 In relation to the installation of the Navman Wireless Hardware:

- (a) For the Casual Option, you must properly install and configure the hardware or engage a third party to do so. We are in no way responsible for the installation or configuration of the hardware. The cost of installation is not included in the hardware price for this option.
- (b) For the Repayment Option:

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- (i) if you take up a Satellite Communications Unit as part of your Navman Wireless Solution, hardware installation and configuration will not be included in the price; or
 - (ii) if you do not take up a Satellite Communications Unit as part of your Navman Wireless Solution, installation will be included in the price of your Navman Wireless Solution. However, if you request that the installation be done at your premises and your premises are located more than 50 kilometres away from the Telstra Navman Wireless dealer that is managing the installation of your hardware, you agree that you may be charged a reasonable additional fee that is payable directly to the relevant Telstra Navman Wireless dealer,
- (c) You agree that we may provide your contact details and all other necessary information to the installer for the purposes of arranging installation of your Navman Wireless Hardware.

13.30 In order to obtain the benefit of the voluntary warranty in clause 13.44, you must have your Navman Wireless Hardware installed by either a person recommended by Navman Wireless, authorised Telstra Navman Wireless dealer or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant). Also, you must make the Navman Wireless Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

13.31 We are not responsible for the installation or configuration of Navman Wireless Hardware, by Navman Wireless or any third party, or are otherwise liable for any acts or omissions (including negligence) of the installer, even where we arrange for the installation under clause 13.30.

Username and password

13.32 You will be provided with a unique username and password for the Navman Wireless Application, which are required for your use of the Navman Wireless Solution.

13.33 Your unique username and password will expire upon termination of your Navman Wireless Solution.

13.34 You agree and acknowledge that you are responsible for the security of your unique username and password.

Security of data

13.35 You understand that you are responsible for the security and integrity of the data transmitted between your Navman Wireless Hardware and Navman Wireless Application.

13.36 You understand that data transmitted over the Telstra Mobile Network or the Iridium satellite network using the Navman Wireless Solution may be intercepted by third parties without our knowledge (or the knowledge of Navman Wireless).

Part G – Data Services

13.37 If you require additional security for your data, please contact your authorised Telstra or Navman Wireless representative.

General

13.38 You must ensure that your employees, agents and officers, must:

- (a) not disclose any usernames and passwords related to your Navman Wireless Solution to an unauthorised third party;
- (b) take all reasonable steps to prevent any unauthorised access to the Navman Wireless Application and Navman Wireless' website; and
- (c) maintain all copyright notices on the Navman Wireless Applications (and associated documentation) provided to you.

13.39 You must:

- (a) comply with any terms and conditions on which Navman Wireless provides you with any part of the Navman Wireless Solution;
- (b) comply with the reasonable directions of Navman Wireless from time to time regarding the use of the Navman Wireless Solution; and
- (c) not use any equipment in connection with the Navman Wireless Solution that has not first been approved, in writing, by Navman Wireless.

13.40 You agree to indemnify Navman Wireless and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in clause 13.11.

13.41 You understand that:

- (a) if you download or access any data, information, files or other materials from Navman's Wireless website you do so at your own risk;
- (b) the functionality of the Navman Wireless Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet;
- (c) Navman Wireless or its licensors own all intellectual property rights in the Navman Wireless Applications, Navman Wireless Hardware and any associated documentation; and
- (d) it is your responsibility to ensure that your use of the Navman Wireless Solution complies with any relevant privacy obligations.

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Limited Warranty and Liability

- 13.42 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Navman Wireless Application provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Navman Wireless Application) for 36 months from the date you receive your Navman Wireless Application. However, you understand that the Navman Wireless Application may have minor or inherent defects. If there is a defect in your Navman Wireless Application, Navman Wireless will (at no cost to you and in addition to any other rights you have under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Navman Wireless Application.
- 13.43 You agree and acknowledge that from time to time Navman Wireless may provide you with an update to the Navman Wireless Application.
- 13.44 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 13.45, 13.46 and 13.47:
- (a) we expressly and voluntarily warrant that the Navman Wireless Hardware will be free from Defects for 36 months from the date the Navman Wireless Hardware is installed; and
 - (b) for the purpose of this voluntary warranty, “Defects” means:
 - (i) any material fault, failure, degradation, deficiency or error in the Navman Wireless Hardware; and
 - (ii) any functionality or performance of the Navman Wireless Hardware or not in accordance with the specifications applicable to the Navman Wireless Hardware.
- 13.45 The voluntary warranty in clause 13.44 does not apply if:
- (a) any person has misused the Navman Wireless Solution or used it in a manner not expressly permitted by any documentation relating to the Navman Wireless Solution; or
 - (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Navman Wireless hardware.
- 13.46 We do not provide any warranties in respect of Navman Wireless devices or accessories (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Navman Wireless devices or accessories or other equipment purchased from them.
- 13.47 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be

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excluded. Except as expressly set out in these terms and conditions and subject to other non-excludable rights under Australian consumer protection laws in relation to our express voluntary warranty:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Navman Wireless Solution;
- (b) neither we nor Navman Wireless will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Navman Wireless Solution; and
- (c) our liability to you for all claims for damages in connection with your Navman Wireless Solution will be limited (where it is fair and reasonable for us to do so) to whichever is the greater (in value) of:
 - (i) the total amount paid by you to us in connection with your Navman Wireless application in the three months prior to your claim; or
 - (ii) for:
 - (A) replacing the Navman Wireless Hardware, the repair of the Navman Wireless hardware; and
 - (B) the Navman Wireless Application, supplying the Navman Wireless Application again.

13.48 The exclusions and limitations set out in clause **Error! Reference source not found.** are subject to any:

- (a) terms, conditions or warranties that are implied by law; or
- (b) rights or remedies provided by law,

that cannot be excluded, limited or modified.

14 Xora TimeTrack Solution

What is the Xora TimeTrack Solution?

14.1 The Xora TimeTrack Solution uses the location capabilities of a properly configured and compatible mobile device (**Mobile Device**) to transmit the approximate location coordinates of that mobile device to Xora, Inc's (**Xora's**) server. The Xora TimeTrack Solution enables you to access a website (hosted and operated by Xora) where you can view certain information about the movements of Mobile Devices. The type of information available to you via this website depends on the service option selected by you (as described in sections 14.2, 14.3 and 14.4 below).

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Xora TimeTrack Solution Options

(a) Xora TimeTrack Lite

14.2 Xora TimeTrack Lite is a web-based application that allows you to access:

- (a) information about the current location of a Mobile Device; and
- (b) information which outlines the movements of a Mobile Devices over the last 30 days.

(b) Xora TimeTrack Business Plus

14.3 Xora TimeTrack Business Plus includes the following capabilities:

- (a) advanced location functions that enable you to access information about the location and movement of multiple Mobile Devices at the one time;
- (b) advanced job management functions that enable you to access information about travel times and job start and end times and allows the user of a Mobile Device to submit details of their working hours from their Mobile Device;
- (c) job dispatching capability which enables you to dispatch certain job information to a user of a Mobile Device;
- (d) additional data functionality that enables a user of a Mobile Device to capture certain information using a Mobile Device; and
- (e) data integration functionality with existing customer back office systems such as payroll.

(c) Xora TimeTrack Gold

14.4 Xora TimeTrack Business Plus includes the capabilities of Xora TimeTrack Business Plus as well as the further enhanced functionality of:

- (a) data integration;
- (b) recurring jobs; and
- (c) field alerts.

Eligibility

14.5 You are only eligible for the Xora TimeTrack Solution if you have an ABN, ACN or ARBN.

What do you need to access the Xora TimeTrack Solution?

14.6 To use the Xora TimeTrack Solution, you will need to:

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- (a) purchase a compatible Mobile Device for each of your users;
- (b) purchase a licence from us for the Xora TimeTrack Lite, Xora TimeTrack Business Plus or Xora TimeTrack Gold application on either a 12 month or a casual basis (each a **Xora Application**) for each of your Mobile Devices;
- (c) if you licence the Xora TimeTrack Business Plus or Xora TimeTrack Gold - application from us, download and install the application on each Mobile Device;
- (d) connect each Mobile Device to an eligible post-paid Telstra mobile voice plan; and
- (e) connect each Mobile Device to an eligible GPRS, 3GSM or Next G mobile data plan or choose to receive GPRS, 3G or Next G packet data from us at the Pay As You Go rate associated with your Telstra mobile voice plan.

Distribution of Xora TimeTrack Business Plus and Xora TimeTrack Gold applications

- 14.7 If you purchase Xora TimeTrack Standard or Xora TimeTrack Gold application licences from us, you understand that your applications will be distributed to you or the users of your Mobile Devices by Xora acting as our agent for this purpose. We will tell you the method of distribution at the time of your order.
- 14.8 You must ensure that each user of your Mobile Devices follows any instructions provided by Xora or us that relate to the distribution, installation or use of the relevant Xora Application.

Limitations of the Xora TimeTrack Solution

- 14.9 You understand that the Xora TimeTrack Solution will not collect and store data from your Mobile Devices in real time. Depending on the Mobile Device that you use with the Xora Application, the Xora TimeTrack Solution may only locate your Mobile Device and transmit the user's location coordinates (and any other information that your Xora Application enables a user of your Mobile Device to transmit) to Xora's server once every twenty minutes between the hours of 9am and 5pm AEST, Monday to Friday (up to a maximum of 845 location pings per month).
- 14.10 The information provided on Xora's website regarding the location of your Mobile Devices will be updated as soon as reasonably possible each time the Xora TimeTrack Solution locates your Mobile Devices. However, you understand that the information provided on Xora's website will not be updated in real time.
- 14.11 The Xora TimeTrack Solution will only collect and transmit information about the location of a Mobile Device if the location functionality on the Mobile Device has been activated. You must inform each user of your Mobile Devices that his or her location (or the location of any person using the Mobile Device) may be monitored using the Xora TimeTrack Solution unless they deactivate location functionality on the Mobile Device.

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14.12 You must only use the Xora TimeTrack Solution to collect and transmit information about the location of a Mobile Device if you have obtained the consent of the user of a Mobile Device to locate the Mobile Device. Without affecting your obligations, only where Xora uses Telstra's Mobile Location Manager platform to locate your Mobile Device, you agree Xora may send an SMS to your Mobile Device requesting the user's consent to be located. The user of your Mobile Device may give his or her consent to be located by responding to Xora's SMS. You acknowledge that if the user of a Mobile Device does not give their consent, then Xora may not provide the location of the Mobile Device to you. In all other cases (for example, where Xora uses GPS to locate your Mobile Device) Xora will not send an SMS to your Mobile Device requesting the user's consent to be located.

Field alert key

14.13 Xora TimeTrack Business Plus has enhanced functionality which allows configuration of a key on your Mobile Device which, when pressed by the user of the Mobile Device, will automatically send an alert email containing the location of the Mobile Device to an email address which you have nominated. Follow up emails will be sent automatically if the location of your Mobile Device is not immediately available. You acknowledge that the Xora Time Track Solution will not be able to locate your Mobile Device or send an alert email to the nominated email address where your Mobile Device is outside of our network coverage or where our network is interrupted. You acknowledge that it is your responsibility to determine how to deal with alert emails sent to the nominated email address.

Licence terms

14.14 If you purchase a Xora Application licence from us, we will grant you a non-exclusive and non-transferable licence to use the application as part of the Xora TimeTrack Solution solely for your own internal business purposes.

14.15 You understand that you must not:

- (a) copy, reproduce or modify the Xora Application or create any derivative work from the Xora Application;
- (b) sell, rent, lease, loan, license, sublicense or otherwise commercially exploit the Xora Application;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Xora Application or otherwise attempt to gain access to the source code of the Xora Application;
- (d) cause or allow any third party to do any of the acts described in paragraph (c) above;
- (e) use the Xora TimeTrack Solution for any unlawful, abusive or fraudulent purpose;
- (f) use the Xora TimeTrack Solution in any way that interferes with Xora's ability to provide products or services to other customers; and

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- (g) use the Xora Application in a manner that infringes any law or regulation, including privacy and surveillance laws and regulations.

14.16 You understand that you have no rights or interests in the Xora Application other than those expressly granted in this section.

Additional obligations and acknowledgements

14.17 You understand that:

- (a) if you download or access any data, information, files or other materials from Xora's website you do so at your own risk;
- (b) you will be assigned a username and a password to enable you to access Xora's website. You must ensure that your username and password is protected from unauthorised use;
- (c) the functionality of the Xora TimeTrack Solution may be restricted or interrupted by the functionality and limitations of our GPRS, 3GSM and/or Next G networks, Telstra's Mobile Location Manager platform and the Internet;
- (d) Xora Applications purchased from us will not operate in any country other than Australia;
- (e) we do not warrant that the Xora TimeTrack Solution will be error-free or that the website operated by Xora will operate uninterrupted or error-free;
- (f) you must only use information provided to you by Xora in relation to the Xora TimeTrack Solution for legitimate business purposes and that you must maintain the confidentiality of any confidential information provided to you by Xora (unless you are required by law to disclose that information);
- (g) at the conclusion of your Xora Application licence, you must (at Xora's request) return or destroy any confidential information provided to you by Xora;
- (h) the Xora Applications are subject to restrictions and controls imposed by the United States Export Administration Act (the **Act**). You must not transfer or re-export the Xora Application into any country prohibited by the Act; and
- (i) it is your responsibility to ensure that your use of the Xora TimeTrack Solution complies with your legal and regulatory obligations in relation to privacy and surveillance.

14.18 You acknowledge that Xora may use any information transmitted from your Mobile Devices for its business purposes provided that the information does not disclose the identity any user of a Mobile Device.

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Limited Warranty, Liability and Indemnity

- 14.19 We warrant that the Xora Applications provided to you will substantially perform the functions described at <http://www.xora.com> for a period of 90 days from the date of delivery of the Xora Application to you.
- 14.20 You may have non-excludable rights under consumer protection laws in relation to Xora Applications. Subject to any non-excludable rights
- (a) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law;
 - (b) If we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to repairing the Xora Application or correcting any error; and
 - (c) We are not liable for any loss, expense or damage which you may incur in connection with your use of any available field alert features of the Xora Time Track Solution including any liability for illness, personal injury or death to you, your employees, agents and contractors.
- 14.21 You agree to indemnify us for any loss, expense or damage which we may incur in connection with any claim by users of your Mobile Device arising from any available field alert features of Xora TimeTrack Business Plus.

Data Usage

- 14.22 You understand that the Xora TimeTrack Solution will transmit data from your compatible mobile device when location functionality is activated and that you will incur charges for this data usage in accordance with your eligible Telstra mobile data plan.

Security of data

- 14.23 You understand that you are responsible for the security and integrity of the data transmitted from your compatible mobile devices using the Xora TimeTrack Solution. You must inform each user of your Mobile Devices that data transmitted from the Mobile Devices is not secure or private.
- 14.24 You understand that data transmitted over our GPRS, 3GSM or Next G networks using the Xora TimeTrack Solution may be intercepted by third parties without our knowledge (or the knowledge of Xora). If you require additional security for your data, please contact your Telstra representative.

Support Services

- 14.25 Xora will operate a helpdesk that you may contact by email or telephone for reasonable email and telephone support in relation to your use of the Xora TimeTrack Solution. This helpdesk will operate between the hours of 8.00am to 5.00pm (AEST), Monday to Friday.

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Cancelling your Xora Application licence

14.26 You may cancel your Xora Application licence at any time by telling us. If you cancel a Xora Application licence, you will be unable to access information from Xora's website about the Mobile Device connected to that licence from the cancellation date.

14.27 If you are on a fixed term plan and during your 12 month term:

- (a) you terminate your Xora Application licence (other than as a result of our material breach),
- (b) you move to the month-to-month casual plan; or
- (c) we cancel your Xora Application for a material breach by you (in accordance with the General Terms of Our Customer Terms),

we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{ETC Base Amount} \times \text{No. months (or part thereof) remaining in your 12 month term}}{12}$$

Where the ETC Base Amount for each Xora Application is:

- Xora TimeTrack Lite = \$162
- Xora TimeTrack BusinessPlus = \$189
- Xora TimeTrack Gold = \$216

14.28 We will not charge an early termination charge where you move between the Xora TimeTrack Lite, Business Plus or Gold options.

14.29 The ETC payable decreases over the life of your 12 month term. 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.

14.30 The ETC specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan or mobile data plan.

14.31 If you cancel the eligible Telstra mobile plan or Telstra mobile data plan used in conjunction with your Xora Application licence and do not move your Xora Application to another eligible Telstra mobile plan or Telstra mobile data plan (as relevant), the Xora Application will cease to work and we may cancel the associated Xora Application licence.

Availability

14.32 The Xora Application is available on two plan types:

- (a) fixed term plan for 12 months; or

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- (b) month-to-month casual plan.

Charges

14.33 We will charge you:

- (a) a once-off establishment fee for each Xora Application licence purchased from us; and a
- (b) monthly licence fee for the Xora Application you select, as set out below.

You understand that there will be additional charges for your eligible mobile devices, your mobile plan, mobile data plan and voice and data usage.

(a) 12 month fixed term plan

Xora Application Establishment Charge	GST excl	GST incl
All Xora Applications	\$36.36	\$40.00
Xora Application Monthly Charges	GST excl	GST incl
Xora TimeTrack Lite	\$24.54	\$27.00
Xora TimeTrack Business Plus	\$28.63	\$31.50
Xora TimeTrack Gold	\$32.72	\$36.00

(b) Month-to-month casual plan

Xora Application Establishment Charge	GST excl	GST incl
All Xora Applications	\$36.36	\$40.00
Xora Application Monthly Charges	GST excl	GST incl
Xora TimeTrack Lite	\$27.27	\$30.00
Xora TimeTrack Business Plus	\$31.82	\$35.00
Xora TimeTrack Gold	\$36.36	\$40.00

General

14.34 You must use your Xora Application, our services and our networks in accordance with our Acceptable Use Policy available at www.telstra.com. We may terminate your access

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to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

15 Trimble GeoManager Solution

What is the Trimble GeoManager Solution?

15.1 The Trimble GeoManager Solution will enable eligible customers with properly configured in-vehicle devices to access certain information about the use of their vehicles via the Trimble website including:

- (a) scheduled vehicle location information reports;
- (b) vehicle location information on demand; and
- (c) mapping information.

Eligibility

15.2 You are only eligible for the Trimble GeoManager Solution if you have an ABN, ACN or ARBN.

What do you need to access the Trimble GeoManager Solution?

15.3 To use the Trimble GeoManager Solution, you will need to:

- (a) where you have acquired the Trimble GeoManager Solution on or before 8 February 2012, have purchased a licence from us for the Trimble GeoManager iLM application; or
- (b) where you acquire the Trimble GeoManager Solution after 8 February 2012, purchase from us:
 - (i) a licence for either:
 - (A) the Trimble Fleet Management Level 1 (Standard) application; or
 - (B) Trimble Fleet Management Level 2 (Fleet application); and
 - (ii) if you want to use any of the optional add-on applications, a licence for:
 - (A) the Trimble Fleet Management Work Management Add On application; and/or
 - (B) the Trimble Fleet Management Driver Safety Add On application,

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- (c) (the “**Trimble GeoManager application(s)**”) for each vehicle that you intend to manage using the Trimble GeoManager Solution;
- (d) purchase a compatible in-vehicle device from us or a third party for each vehicle that you intend to manage using the Trimble GeoManager Solution;
- (e) properly install and configure the in-vehicle devices in your vehicles (or engage a third party to do so); and
- (f) connect each compatible in-vehicle device to an eligible post-paid Telstra mobile voice plan (most post-paid Telstra Business Mobile plans and default voice plans associated with eligible data packs are eligible) and eligible GPRS, 3GSM or NextG mobile data plan (or choose to receive GPRS, 3G or NextG packet data from us at the Pay As You Go rate associated with your eligible post-paid Telstra mobile voice plan).

15.4 You understand that it is solely your responsibility to purchase in-vehicle devices from us or a third party that are compatible with the Trimble GeoManager Solution (as advised by us or Trimble) and to ensure that those in-vehicle devices are properly installed and configured.

15.5 To access the Trimble GeoManager application(s) and use the Trimble GeoManager Solution you must also have access to the Internet.

Distribution of Trimble GeoManager applications(s)

15.6 If you purchase licenses for the Trimble GeoManager application(s) from us, you understand that, unless we advise otherwise, your Trimble GeoManager application(s) will be distributed to you by Trimble Navigation Limited (**Trimble**), acting as our agent for this purpose, via a website operated by Trimble. You will be assigned a username and a password to enable you to access the website. You must ensure that your username and password is protected from unauthorised use.

Distribution of in-vehicle devices and accessories

15.7 You may purchase in-vehicle devices and accessories from us. If you do:

- (a) you understand that, unless we advise otherwise, your in-vehicle devices and/or accessories will be distributed to you by Trimble, and Trimble may contact you on our behalf for the purpose of distributing the in-vehicle devices and/or accessories to you;
- (b) property in and title to the in-vehicle devices and/or accessories (other than software) passes from us to you on payment in full by you of the relevant fees for the in-vehicle devices and accessories; and
- (c) risk in the in-vehicle devices and accessories (other than software) passes to you on receipt by you of the in-vehicle devices and accessories.

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Orders for Trimble installation services

- 15.8 If you would like to engage Trimble to provide installation services in relation to the in-vehicle devices and/or accessories you purchase from us, we may take orders for installation services for Trimble. The terms, including pricing, for such installation services are set by Trimble. You will be billed by Trimble for the installation services.
- 15.9 We are not responsible for the installation or configuration by Trimble of in-vehicle devices or accessories.

Training and self-installation certification

- 15.10 We do not provide training or self-installation certification services in relation to the Trimble GeoManager Solution. If you require such services you must acquire them from a third party.
- 15.11 If you would like to engage Trimble to provide training or self-installation certification services, we may take orders for such services on behalf of Trimble. The terms, including pricing, for such training or self-installation certification services are set by Trimble.
- 15.12 If you place an order for Trimble's training or self-installation certification services with us, we will pay Trimble for such services and charge you for such services.
- 15.13 We are not responsible for any training or self-installation certification services provided by Trimble or any third party.

Licence terms

- 15.14 If you purchase a licence for any of the Trimble GeoManager application(s) from us, we will grant you a non-exclusive and non-transferable licence to use the Trimble GeoManager application(s) as part of the Trimble GeoManager Solution solely for your own internal business purposes for the term of your contract with us.
- 15.15 You understand that you must not:
- (a) copy, reproduce or modify the Trimble GeoManager application(s) or create any derivative work from the Trimble GeoManager application(s);
 - (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Trimble GeoManager application(s) to any third party;
 - (c) use, or permit a third party to use, the Trimble GeoManager application(s) for any emergency, mission critical or hazardous activities;
 - (d) use the Trimble GeoManager application(s) for any third party training or similar commercial purposes;
 - (e) cause or allow the disassembly, decompilation or reverse engineering of the Trimble GeoManager application(s) or otherwise attempt to gain access to the source code of the Trimble GeoManager application(s); and

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- (f) cause, assist or allow any third party to do any of the acts described in this paragraph 15.15.

15.16 You understand that you have no rights or interests in the Trimble GeoManager application(s) other than those expressly granted in this section.

Additional obligations and acknowledgements

15.17 You must not:

- (a) use the Trimble GeoManager Solution for any unlawful, abusive or fraudulent purpose;
- (b) use the Trimble GeoManager Solution in any way that interferes with Trimble's ability to provide products or services to other customers;
- (c) create or use any software programs that automatically activate functions on Trimble's website without Trimble's written consent; and
- (d) use, duplicate or disclose any technical data or information relating to the operation of the Trimble GeoManager Solution disclosed to you by Trimble without Trimble's written consent.

15.18 You understand that:

- (a) we and/or Trimble are not responsible for the improper storage of data transmitted by your vehicles or entered by you via Trimble's website or the Trimble GeoManager application(s), or for the delivery of messages;
- (b) if you download or access any data, information, files or other materials from Trimble's website you do so at your own risk;
- (c) the functionality of the Trimble GeoManager Solution may be restricted by the functionality and limitations of our GPRS, 3GSM and/or Next G networks, global positioning systems and the Internet;
- (d) Trimble GeoManager application(s) purchased from us will not operate in any country other than Australia;
- (e) the Trimble GeoManager Solution will be automatically suspended if it has not been used by you in a particular vehicle for approximately 4 hours and will not operate until the ignition in the relevant vehicle is restarted;
- (f) the Trimble GeoManager Solution does not collect and store data from your vehicles in real time and there may be delays in receiving data transmitted from your vehicles;
- (g) it is your responsibility to confirm that any maps or directions provided to you through your use of the Trimble GeoManager Solution are accurate;

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- (h) it is your responsibility to ensure that your use of the Trimble GeoManager Solution complies with your privacy obligations;
- (i) you must clearly and conspicuously notify each individual who may be the subject of location information collected through the in-vehicle devices, both in advance and regularly afterwards, that:
 - (i) the location information may be accessed and/or used by, and disclosed to, you or your service providers or other nominees; and
 - (ii) a third party may be able to identify the individual's geographic location.
- (j) Trimble may use data transmitted from your vehicles or entered by you via Trimble's website or the Trimble GeoManager application(s) in accordance with its privacy policy which may be viewed at <http://www.trimble.com/privacy.shtml>;
- (k) we do not warrant that the Trimble GeoManager Solution or the website operated by Trimble will be error-free or operate uninterrupted;
- (l) as far as the law permits, we exclude all warranties, rights and remedies in connection with the Trimble GeoManager Solution, and each component of it supplied by us (or Trimble on our behalf), that you would otherwise be entitled to at law (however this does not limit or exclude any warranties available to you at law which cannot be limited or excluded); and
- (m) as far as the law permits, neither we nor Trimble will be liable for any loss or damage arising out of your breach of any privacy or data protection laws, including by your use (or attempted use) of the Trimble GeoManager Solution, or transmission of information as part of your use of the Trimble GeoManager Solution.

Trimble GeoManager application(s) support services

- 15.19 Trimble will operate a helpdesk that you may contact via the Internet or telephone for reasonable Internet-based and telephone support in relation to your use of the Trimble GeoManager application(s). You may contact this helpdesk by calling 1300 255 477 between the hours of 8.00am to 6.00pm AEST, Monday to Friday (excluding public holidays), or via the Internet (<http://www.trimble.com/mrm>) 24 hours a day, 7 days a week.

Security of data

- 15.20 You understand that you are responsible for the security and integrity of the data transmitted from your in-vehicle devices using the Trimble GeoManager Solution.
- 15.21 You understand that data transmitted over our GPRS, 3GSM or NextG networks using the Trimble GeoManager Solution may be intercepted by third parties without our knowledge (or the knowledge of Trimble).
- 15.22 If you require additional security for your data, please contact your Telstra representative.

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Contract term

15.23 A licence for the Trimble GeoManager application(s) that you obtain from us is only available on a fixed contract term for the duration set out in the application form that you will sign or in our separate agreement with you. At the end of your contract term, we will continue to provide you and may continue to use, the licence for the Trimble GeoManager application(s) on a casual basis. You must continue to pay the fees to use that licence as set out in the application form that you sign or in our separate agreement with you.

Cancelling your Trimble GeoManager iLM application licence

15.24 If you cancel your licence(s) for the Trimble GeoManager application(s) before the end of your contract term, you must pay us the early termination charge outlined in the application form that you sign or in our separate agreement with you.

15.25 If you have purchased a licence for the Trimble Fleet Management Level 2 (Fleet) application, and want to change your licence to the Trimble Fleet Management Level 1 (Standard) application during your fixed contract term, you must pay us the early termination charge outlined in the application form that you sign or in our separate agreement with you.

15.26 If you cancel the eligible Telstra mobile plan or Telstra mobile data plan used in conjunction with your Trimble GeoManager application(s) licence and do not move your service to another eligible Telstra mobile plan or Telstra mobile data plan (as relevant), the associated license(s) for your Trimble GeoManager application(s) will be automatically cancelled and you must pay us an early termination charge in accordance with the terms governing that licence of your Trimble GeoManager application(s) as set out above.

Charges

15.27 The monthly licence fee for Trimble GeoManager application(s) will be:

- (a) The monthly fees set out below in relation to the Trimble GeoManager iLM application acquired on or before 8 February 2012: and

Trimble GeoManager iLM application	GST excl	GST incl
12 month licence term	\$59.09	\$65.00
24 month licence term	\$54.55	\$60.00
36 month licence term	\$50.00	\$55.00

- (b) for all other Trimble GeoManager application(s), the monthly fees as set out in the application form that you sign or in your separate contract with us.

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You must pay us the applicable monthly licence fee for each Trimble GeoManager application licence you purchase from us. You understand that there will be additional charges for the in-vehicle devices, any accessories you purchase, your mobile plan, mobile data plan and voice and data usage. You must also pay for any additional services you use that are provided by us in connection with the Trimble GeoManager Solution.

General

- 15.28 You must use your Trimble GeoManager application(s), our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

16 Mobile Data Usage Meter (“MDUM”)

- 16.1 If you are a post-paid customer, MDUM is a service that allows you to access information relating to your mobile data usage and associated charges for supported mobile services.

MDUM Notices for Data Pack Customers

- 16.2 If you are using a Data Pack in connection with your mobile phone plan, MDU Usage Notices will be automatically sent to your mobile handset to notify you via SMS when MDUM estimates that your data usage has reached 50%, 85% and 100% of your monthly data usage limit.

Accessing MDU

- 16.3 You can access MDUM, or deactivate MDUM Usage Notices by:
- (a) using your BigPond Mobile Services (previously known as Telstra Active or WAP) capable mobile handset - in this case, MDUM, and deactivation of MDUM Usage Notices, will be available to you as options on your BigPond Mobile Services interface;
 - (b) using your SMS capable mobile handset to send an SMS request - in this case, MDUM will send requested information to you by a return SMS, or you can send the SMS code “notice.off” to 176 to deactivate MDUM Usage Notices; or
 - (c) using a computer connected to the Internet - in this case, you will be able to access MDUM, or deactivate MDUM Usage Notices, by logging in to the MDUM site at <http://www.telstra.com>
- 16.4 If you access MDUM over the Internet using a computer, you will have the option of registering one or more mobile Services. You will then be able to access MDUM information for each of those Services. If you add or remove a mobile Service on

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MDUM, that Service will also be added or removed from PocketNews. Similarly, if you add or remove a mobile Service on PocketNews, that Service will also be added or removed from MDUM.

- 16.5 If you access MDUM over the Internet using a computer and have a Telstra Business or Telstra Enterprise and Government Online Services login, your MDUM service will display all the mobile services linked to that login.

What information is available using MDUM?

- 16.6 Except as set out below, MDUM provides an estimate of packet data usage for:

- (a) GSM/GPRS;
- (b) 3G; and
- (c) Next G/HSDPA; and

- 16.7 MDUM information is available on demand. If you have a data bundle plan you can request MDUM Usage Notices via SMS to give you updates on MDUM information. MDUM on demand and Usage Notices provide you with an estimate of recent data usage and estimated charges.

For example, MDUM on demand will show the dates of your most recent mobile data sessions, the amount of data you downloaded and estimated charges for those sessions. MDUM Usage Notices will notify via SMS you when MDUM estimates that your data usage has reached 50%, 85% or 100% of your monthly data usage limit.

Limitations

- 16.8 MDUM only shows estimated data usage and estimated charges. Estimated charges will include estimated GST but will not include discounts that may only be applied to your account when your bill is issued. You should not rely on these estimates and should use MDUM as a guide only. Check your bill for a full list of actual charges.
- 16.9 MDUM on demand information will generally be current to within 6 hours but will only include information on closed mobile data sessions. If you do not close a mobile data session, MDUM will not include data from that session in the on demand information, and it will only be included 24 hours after the session is closed. For large customers who first use the MDUM service on these terms on or after 11 June 2010, if you have one thousand or more mobile services linked to your MDUM service, on demand information will generally be current to within 30 hours.
- 16.10 MDUM SMS Usage Notices are only available to customers with supported data bundle plans. SMS Usage Notices will generally be current to within 6 hours but will only include information on closed mobile data sessions. SMS Usage Notices are only intended to serve as a guide and will not prevent you from incurring extra charges for exceeding your monthly data usage limit.
- 16.11 MDUM email notifications will generally be current to within 36 hours, and are sent at 9am EST for all mobile services that have exceeded 50%, 85% and 100% of included

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usage the previous day. The email notifications will only include information on closed data sessions. An email report will not be sent if none of your services have exceeded 50%, 85% and 100% of their included usage. Email notifications should be used as a guide only and will not prevent you from exceeding your included usage. Please check your bill for a full list of actual charges.

- 16.12 The MDUM service cannot support excessive numbers of services registered to a single MDUM service. For large customers who apply for the MDUM service on or after 11 June 2010, we may refuse to provide you with the MDUM service if in our reasonable opinion your use of the MDUM service, will cause detrimental effects to our services, systems or networks.

Charges

- 16.13 There are no subscription costs or carriage fees for using MDUM, including Usage Notices.

17 3G and Next G Video Service

What is the 3G and Next G Video Service?

- 17.1 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 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 [click here](#); business and government customers [click here](#).)
 - (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 [click here](#); business and government customers [click here](#).)
 - (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 [click here](#); business and government customers [click here](#).

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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

- 17.2 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^{*} 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

- 17.3 You need an approved 3G or Next G compatible handset containing a compatible SIM to access the 3G and Next G Video Service.
- 17.4 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.
- 17.5 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 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.
- 17.6 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

- 17.7 You can only access our 3G and Next G Video Service in the 3G and Next G coverage areas supported by your compatible handset.
- 17.8 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 [Telstra Mobile - Networks and Coverage - Our Coverage - Coverage Maps](#)
- 17.9 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

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

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coverage areas where access to our 3G and Next G Video Services is limited or unavailable, for example in high-rise buildings.

- 17.10 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

- 17.11 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.
- 17.12 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).
- 17.13 You must not send content that is owned by another person without their consent.
- 17.14 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.

Video calling - general

- 17.15 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.
- 17.16 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.
- 17.17 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 [Part D – Other Call Types](#) in the Telstra Mobile section of Our Customer Terms.

Video calling to another 3G or Next G mobile

- 17.18 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.

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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.

17.19 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.

17.20 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.

17.21 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

17.22 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 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

17.23 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 [click here](#); business and government customers [click here](#).

17.24 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.

17.25 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.

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2 months Video calling at voice rates offer – consumer

17.26 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 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 [click here](#); business and government customers [click here](#).

Video calling at voice rates offer – business

17.27 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).

17.28 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

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- Telstra Business Untimed* Plans.

17.29 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.

17.30 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;
- Telstra Government Plans; and
- Telstra Government Plus Plans.

17.31 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.

17.32 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.

17.33 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 [click here](#); business and government customers [click here](#).

Video calling charges - consumer

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

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

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	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 [#]	\$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 [#]	\$1.10^{##}	40¢	44¢	68.18¢	75¢
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¢

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	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
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

* 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

17.35 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 charge for video calls to a 3G non-Telstra mobile number in Australia or PC - at all times - per 1 minute block or part thereof	
	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¢

17.36 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.

Part G – Data Services

Video calling charges - Get Connected Member Plans

17.37 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 video calls to a 3G or Next G Telstra mobile number in Australia - at all times - per 1 minute block or part thereof		Standard charge for video calls to a 3G non-Telstra mobile number in Australia or PC - at all times - per 1 minute block or part thereof	
	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¢

17.38 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 [Part D – Other Call Types](#) in the Telstra Mobile section of Our Customer Terms.

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

17.39 If you are connected to a Telstra 3G and Next G Cap Plan (Consumer), 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 60 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
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¢	27¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢
3G Cap Plan 129	24.55¢	27¢	\$1.00	\$1.10	40¢	44¢	68.18¢	75¢

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

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

17.40 If you are connected to a Telstra 3G and Next G Cap Plan (Business), 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	
	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¢
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

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

Telstra Business Phone Plan	Call connection 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 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¢

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Video calling charges - Telstra Business Casual Plans and Member Plans

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

Telstra Business Casual and Member Plans	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 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

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

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	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. Click here for details.	40.91¢	45¢

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

Video calling charges – Blackberry Voice Plan

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

Blackberry Voice 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
	22.72¢	25¢	50¢	55¢

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

17.45 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 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
	22.72¢	25c	50¢	55¢

Video calling charges - Telstra Corporate Net Rate Plans

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

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Telstra Corporate Net Rate 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 handset in Australia or PC - at all times - per 30 second block or part thereof.	
	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¢
100	13.64¢	15¢	22.73¢	25¢
150	13.64¢	15¢	21.82¢	24¢
250	13.64¢	15¢	21.82¢	24¢
500	13.64¢	15¢	21.82¢	24¢

Video calling charges - Telstra Corporate Rate Plans

17.47 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

17.48 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¢

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

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

Telstra Government 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 handset in Australia or PC - at all times - per 30 second block or part thereof	
	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¢	15¢	15.27¢	17¢
100	13.64¢	15¢	15.27¢	17¢
150	13.64¢	15¢	15.27¢	17¢

Video calling charges - Telstra Business Premium Mobile Member Plans

17.50 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 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
1 (5-19 services)	10	17.27¢	19¢	34.36¢	38¢
	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¢

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Tier	Telstra Business Premium Mobile Member 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
	150	17.27¢	19¢	22.91¢	25¢
	250	17.27¢	19¢	21.64¢	24¢
2 (20-39 services)	10	15.45¢	17¢	31.82	35¢
	30	15.45¢	17¢	28.00¢	31¢
	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 more services)	10	12.73¢	14¢	28.00¢	31¢
	30	12.73¢	14¢	25.45¢	28¢
	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

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

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Tier	Telstra Business Premium Mobile Causal 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
1 (5-19 services)	30	17.27¢	19¢	39.45¢	43¢
	50	17.27¢	19¢	39.45¢	43¢
	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 (20-39 services)	30	15.45¢	17¢	36.91¢	41¢
	50	15.45¢	17¢	36.91¢	41¢
	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 (40 or more services)	30	12.73¢	14¢	33.09¢	36¢
	50	12.73¢	14¢	33.09¢	36¢
	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

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

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Telstra Business Choice Capped 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 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

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

17.54

Freedom Connect 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 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

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

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Freedom Connect BYO 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 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

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

Every Day Connect Plans	Call connection fee for calls to a Next G handset in Australia 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

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

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Every Day Connect BYO 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 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

17.58 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 incl	GST excl	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

17.59 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.

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International roaming

17.60 If you have a post-paid service, you can use your 3G or Next G handset to make and receive video calls while roaming overseas if:

- (a) we have established 3G roaming 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 3G or Next G handset 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 is not available in all countries and may be unavailable in some countries where GSM/GPRS roaming is available.

A list of current 3G roaming partners and an indication of whether video calling roaming is supported is available at <http://www.telstra.com/info/roaming>.

Data speeds

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

Barring

17.62 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

17.63 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.

18 Microsoft^{®1} Mobile Enterprise Solution

What is the Microsoft Mobile Enterprise Solution?

18.1 The Our Microsoft Mobile Enterprise Solution (“MMES”) allows eligible business customers with:

¹ Microsoft, the Microsoft logo, Windows Mobile, System Center Mobile Device Manager, Windows Server, Exchange Server and SQL Server are trade marks of the Microsoft group of companies.

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- (a) handsets which are properly configured and certified by us as compatible with MMES ("**handsets**");
- (b) Microsoft Exchange Server software 2003 SP2 (or later version) with an SSL server certificate, Windows Server® SP2 2003 software (or higher) and any other software necessary to run such software ("**Microsoft Exchange software**") (unless we agree otherwise);
- (c) either the Microsoft System Centre Mobile Device Management 2008 software or a future server software product incorporating substantially similar mobile device management capabilities as those provided in the Microsoft System Center Mobile Device Manager 2008, Microsoft SQL Server 2005 (or later), and any other software necessary to run such mobile device manager software (together, "**Microsoft SCMDM software**"); and
- (d) any other systems, software, licences or hardware as advised by Microsoft or us,
to:
- (e) access the internet through the Microsoft SCMDM software on the handsets; and
- (f) access and use compatible corporate applications through the Microsoft SCMDM software on the handsets,

(together "**SCMDM Services**").

Availability and set up

- 18.2 We supply the MMES for use by you for business purposes and you must use the MMES predominantly for business purposes. You must have an Australian Business Number and an Australian billing address.
- 18.3 You can only use the MMES if you:
- (a) have a handset for each intended service;
 - (b) connect (and keep connected) each intended service to;
 - (i) a Microsoft Mobile Service Plan ("**MMSP**"); and
 - (ii) either the Microsoft Mobile Voice Plan or an Eligible Mobile Voice Plan;
 - (c) have, and can run, the Microsoft Exchange software (including having all necessary server and client access licences);
 - (d) for each intended service connected to a MMSP, have, and can run, the Microsoft SCMDM software (including having all necessary server and client access licences); and

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- (e) satisfy other minimum system, hardware, software and licence requirements as published from time to time on the Microsoft website www.microsoft.com or as otherwise advised by us.

18.4 Your Microsoft Exchange software and Microsoft SCMDM software (as required) must:

- (a) be connected to the internet;
- (b) be configured to the settings (if any) as advised by us; and
- (c) be used by you pursuant to valid server and client access licences.

18.5 Your Microsoft Exchange software must have an appropriate SSL certificate installed.

18.6 It is your responsibility to set up your handsets and Microsoft SCMDM software to ensure that access to the internet on the handsets is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a handset is not through your Microsoft SCMDM software.

18.7 You must set up your Microsoft Exchange software or Microsoft SCMDM software so that all data transmitted to a handset through such software is encrypted. Any such data that is not encrypted will not be available on handsets whilst they are on the Telstra Next G™ network.

18.8 The MMES is not compatible with pre-paid mobile plans or with Telstra's Wireless IP products.

Use of handset

18.9 Each handset will have installed on it Microsoft software for mobile devices as notified by us ("Mobile Software"). You must comply, and you must ensure each user of the handset complies, at all times with any terms or conditions of use of the Microsoft Software which are notified to you. You must only use, and must ensure each user of the handset only uses, the handset and Microsoft Software in accordance with any such terms and conditions.

18.10 You must not, and you must ensure each user of a service does not, use the MMES Access Point Name (APN) as a modem, as a WiFi hotspot, for voice over internet protocol services, for peer to peer file sharing, for video streaming or in any other way that we reasonably consider may have an impact on our networks or other customers except in the course of the use of the SCMDM Services in accordance with Our Customer Terms.

18.11 Each handset has a password protection function. For security, it is your responsibility to make sure that this function is always activated on your handset connected to an MMSP, regardless of who is using it.

Use of Microsoft SCMDM software

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18.12 You acknowledge that we do not warrant or guarantee that all corporate applications, or applications or services otherwise offered by us, will be compatible with your Microsoft SCMDM software or can be used with your SCMDM Services.

18.13 Without limiting anything else in these Our Customer Terms, MMS will not be available on handsets switched onto your Microsoft SCMDM software VPN.

Software server licences

18.14 We do not grant you any server licence in relation to Microsoft Exchange software.

18.15 We do not grant you any server licence in relation to Microsoft SCMDM software.

18.16 In relation to, and for the purposes of, each service you connect to a MMSP:

- (a) you are responsible for acquiring or having someone acquire, host and manage on your behalf a valid server licence for your use of Microsoft Exchange software and Microsoft SCMDM software; and
- (b) you must, prior to the connection of the first service under the MMSP, enter into or have someone enter into on your behalf a server licence agreement with each of the supplier of Microsoft SCMDM software and Microsoft Exchange software.

18.17 Without limiting your obligations under Our Customer Terms, you must continue to comply with your server licence agreements in relation to any Microsoft Exchange software and Microsoft SCMDM software which you use in connection with a MMSP.

18.18 We make no warranty or guarantee, and have no responsibility, in relation to your ability to obtain and maintain any server licence required for use of Microsoft Exchange software or Microsoft SCMDM software for the purposes of the MMES.

Client access licence

18.19 In relation to, and for the purposes of, each service you connect to a MMSP:

- (a) you are responsible for acquiring, or having someone acquire on your behalf, client access licences in relation to your use of Microsoft Exchange software for the purposes of the MMES; and
- (b) you must, prior to the connection of the first service under the MMSP, enter into or have someone enter into on your behalf a separate end user licence agreement with a supplier of Microsoft Exchange software.

18.20 For each service that you connect to a MMSP, we grant you a client access licence for Microsoft SCMDM software for the duration for which that service is connected to the MMSP and complies with the requirements of these Our Customer Terms.

18.21 The licence set out in clause 18.20 does not include any further licence, express or implied, to Microsoft intellectual property or other proprietary rights for features or

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functionality that may be implemented in the Microsoft Exchange software, Microsoft SCMDM software or other Microsoft products related to your use of the MMES.

18.22 You must ensure that users of services connected to MMSP are covered by, and continue to comply with, client access licences in relation to any software (including Microsoft Exchange software and Microsoft SCMDM software) which the services uses in connection with those services.

18.23 We make no warranty or guarantee, and have no responsibility, in relation to your ability to obtain any client access licence not granted to you under this clause 18.

Voice Plan

18.24 You must, in addition to the MMSP, have an Eligible Mobile Voice Plan connected to each intended service.

18.25 For the purposes of the MMES, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.

18.26 We will automatically connect a service to the Microsoft Mobile Voice Plan (described below) if you fail to elect an Eligible Mobile Voice Plan for that service.

18.27 There are additional licence terms which apply to your use of the MMES. These terms are described in more detail under “Additional Terms” below.

Microsoft Mobile Software Installation Assistance

18.28 You are responsible for installing and configuring any software (including Microsoft Exchange software and Microsoft SCMDM software) on your server which you require for your use of MMES. If you require assistance in these matters, you may request that we assist you. If you make such a request, we will discuss your requirements with you and provide you with a quotation before providing any such assistance.

Support

18.29 We will operate a helpdesk for all services connected to a MMSP. This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation to your MMES. The helpdesk will operate between the hours of 8 am to 6 pm local time, Monday to Friday on days which are not national public holidays. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.

18.30 Support services will not be provided in relation to faults or problems with your Microsoft SCMDM software or Microsoft Exchange software which are not related to your SCMDM Services.

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Contract term

18.31 If you purchase a handset for a service at a subsidised price before 1 October 2010, you can select a

24 month MMSP with a handset, as determined by us, at a subsidised price (“**Microsoft Services Plan with Handset**”).

At the end of your 24 month contract term, the service will continue on the same Microsoft Services Plan with Handset and, if applicable, the Microsoft Mobile Voice Plan, on a month to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

18.32 If you purchase a handset for a service outright:

(a) Before 1 October 2010, you can select for that service:

(i) a 24 month MMSP service only (“**Microsoft SIM Only Services Plan**”);
or

(ii) a month to month MMSP service only (“**Microsoft SIM Only Casual Services Plan**”);

(b) on or after 1 October 2010, you can select for that service a Microsoft SIM Only Services Plan for a contract term that will commence on the date of purchase and cease on 30 September 2012.

At the end of your contract term, the service will continue on the same Microsoft SIM Only Services Plan and, if applicable, the Microsoft Mobile Voice Plan, on a month to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

18.33 If a 24 month MMSP is no longer available to new customers at the end of the contract term for any service connected to that plan, we may transfer the service to any other current plan which is reasonably comparable. We will tell you before this happens.

Cancelling or moving from a MMSP

18.34 If you have connected a service to a Microsoft Services Plan with Handset and you cancel or move from the Microsoft Services Plan with Handset for that service (including if you move to another MMSP) before the end of your 24 month contract term, you will be deemed to have cancelled your Microsoft Services Plan with Handset and, if applicable, your Microsoft Mobile Voice Plan, and will be liable to pay us the Early Termination Charge (“**ETC**”) for the Microsoft Services Plan with Handset as set out below.

18.35 If you have connected a service to a Microsoft SIM Only Services Plan before 1 October 2010 and you cancel or move from the Microsoft SIM Only Services Plan for that service (including if you move to another MMSP), before the end of your 24 month contract term you will be deemed to have cancelled your Microsoft SIM Only Services Plan and, if

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applicable, your Microsoft Mobile Voice Plan, and will be liable to pay us an ETC for the Microsoft SIM Only Services Plan as set out below.

- 18.36 If you cancel your Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan connected to any of your services and do not move your service to another Eligible Mobile Voice Plan, the MMSP for that service will also be automatically cancelled and relevant ETC must be paid (if any) for any Eligible Mobile Voice Plan and the applicable MMSP.
- 18.37 You may cancel a MMSP connected to any of your services at any time, subject to you paying the applicable ETC (if any) under the relevant MMSP. You do not have to pay the ETC if your cancellation is a result of our material breach.
- 18.38 If you cancel a MMSP (other than as a result of our material breach), we will not refund or waive any fees or charges already paid or incurred by you (including the MMSP Monthly Fee for the month in which you cancel the plan) except for fees or charges paid by you otherwise on account or in advance for services which have not been provided.
- 18.39 Without limiting any right of ours as set out in Our Customer Terms and our agreement (if applicable), if we reasonably believe that any service connected to a MMSP:
- (a) is not being used for the purposes for which the MMES is provided;
 - (b) has breached our [FairPlay Policy](#); or
 - (c) has breached the terms of Our Customer Terms or our agreement (if applicable).

we may:

- (d) disconnect or suspend the service, including any Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan service; and
- (e) cancel the MMSP and, if applicable, any Microsoft Mobile Voice Plan to which the service is connected.

If we disconnect or suspend any service in these circumstances, you will continue to be charged and will continue to be liable for all fees and charges (including the Monthly Fees) set out below for the MMSP and, any Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan to which the service is connected.

Early Termination Charges and administration fees

- 18.40 The amount payable as an ETC for termination of a MMSP connected before 1 October 2010 is calculated as follows:

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$$\text{ETC payable} = \frac{\text{Base ETC Amount} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

Where the Base ETC Amount is as set out below:

Plan	Monthly Fee (incl GST)	Base ETC Amount (incl GST)
Microsoft Services Plan with Handset	\$89.95	\$1058
Microsoft Services Plan with Handset	\$79.95	\$1058
Microsoft Services Plan with Handset	\$69.95	\$645
Microsoft SIM Only Services Plan	\$49.95	\$244

18.41 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Fees and charges for plan with Handset

Microsoft Services Plan with Handset purchased before 23 June 2010

18.42 The monthly fee for the Microsoft Services Plan with Handset purchased before 23 June 2010 is set out below.

Microsoft Services Plan with Handset	\$81.77 GST excl	\$89.95 GST incl
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18.43 The Monthly Fee for the Microsoft Services Plan with Handset is for SCMDM Services to and from the handset when the handset is on our Next G™ network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per service per month (we will notify you when this occurs); and

- (a) use of the Memo service when the handset is used on our Next G™ network in Australia, at no cost for each service for the first month of the contract term, on our standard terms for the Memo service, which are available [here](#); and

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- (b) use of the MessageBank service, on our standard terms for the MessageBank service. You will need to change the handset to divert to 101 to use the MessageBank service.
- 18.44 For services on the Microsoft Services Plan with Handset, the monthly subscription charge will be waived for the term of the Microsoft Services Plan with Handset for any use of the Whereis Navigator on the handset on our standard terms for the Whereis Navigator service. However, we do not guarantee or represent that Whereis Navigator will be compatible with every handset. In addition, Whereis Navigator will only be available when the handset is not switched to your Microsoft SCMDM VPN.
- 18.45 The Monthly Fee for the Microsoft Services Plan with Handset does not cover, and additional fees will apply for:
- (a) all data usage for a service (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
 - (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
 - (c) your Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan; and
 - (d) any other services or applications (whether from us or not) which is used on a handset other than those expressly included as set out above.
- 18.46 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a Microsoft Services Plan with Handset is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a Microsoft Services Plan with Handset is not through your Microsoft SCMDM software
- 18.47 We will continue to provide the Memo service to each service connected to a Microsoft Services Plan with Handset after the first month of the Microsoft Services Plan with Handset contract term at a discounted rate of 65c (incl GST) per call answered using the Memo service unless the handset opts-out of receiving the Memo service. You may opt out of receiving the Memo service by calling us or changing or cancelling the handset diversions.

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Microsoft Services Plan with Handset purchased on or after 23 June 2010 and before 1 October 2010

18.48 For a Microsoft Services Plan with Handset purchased on or after 23 June 2010 and before 1 October 2010, the Monthly Fee is set out below.

Plan	GST excl.	GST incl.
Microsoft Services Plan with Handset	\$81.77	\$89.95
Microsoft Services Plan with Handset	\$72.68	\$79.95
Microsoft Services Plan with Handset	\$63.59	\$69.95

18.49 The Monthly Fee for the Microsoft Services Plan with Handset is for:

- (a) SCMDM Services to and from the handset when the handset is on our Next G™ network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per service per month (we will notify you when this occurs), and;
- (b) use of the MessageBank service, on our standard terms for the MessageBank service. You will need to change the handset to divert to 101 to use the MessageBank service.

18.50 For services on the \$89.95 Microsoft Services Plan with Handset and the \$79.95 Microsoft Services Plan with Handset, the monthly subscription charge will be waived for the term of the MMSP for any use of the Whereis Navigator on the handset on our standard terms for the Whereis Navigator service. However, we do not guarantee or represent that Whereis Navigator will be compatible with every handset. In addition, Whereis Navigator will only be available when the handset is not switched to your Microsoft SCMDM VPN.

18.51 The Monthly Fee for the Microsoft Services Plan with Handset does not cover, and additional fees will apply for:

- (a) all data usage for a service (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
- (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
- (c) your Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above.

18.52 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a Microsoft Services Plan with Handset is through your Microsoft

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SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a Microsoft Services Plan with Handset is not through your Microsoft SCMDM software.

Data plans with SIM/Service only

18.53 The Monthly Fee for a MMSP SIM Only purchased before 1 October 2010 is set out below.

MMSP SIM Only	GST excl	GST incl
Microsoft SIM Only Casual Services Plan	\$54.50	\$59.95
Microsoft SIM Only Services Plan	\$45.40	\$49.95

18.54 The Monthly Fee for a MMSP SIM Only purchased on or after 1 October 2010 is set out below.

MMSP SIM Only	GST excl	GST incl
Microsoft SIM Only Services Plan	\$45.40	\$49.95

The Monthly Fee for any Microsoft SIM Only Services Plan and Microsoft SIM Only Casual Services Plan is for SCMDM Services to and from the handset when the handset is on our Next G™ network in Australia. This data usage will be reduced to a speed of 100kbps after 2 GB of data usage per month (we will notify you when this occurs).

18.55 The Monthly Fee for a Microsoft SIM Only Services Plan and Microsoft SIM Only Casual Services Plan does not cover, and additional fees will apply for:

- (a) all data usage (whether for SCMDM Services or otherwise) to and from the handset when it is roaming overseas;
- (b) internet usage (other than through Microsoft SCMDM software when the handset is used on our Next G™ network in Australia);
- (c) your Microsoft Mobile Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above.

18.56 It is your responsibility to set up your services to ensure that internet usage to and from a service connected to a MMSP is through your Microsoft SCMDM software. Internet usage fees and charges will apply if internet usage of a service connected to a MMSP is not through Microsoft SCMDM software.

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Microsoft Mobile Voice Plan

- 18.57 If you fail to elect an Eligible Mobile Voice Plan to apply in relation to a service connected to a MMSP, we will automatically connect the service to the Microsoft Mobile Voice Plan.
- 18.58 If we connect a service to the Microsoft Mobile Voice Plan, we will charge you the following for the Microsoft Mobile Voice Plan for that service. The Microsoft Mobile Voice Plan is a default voice plan which allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Microsoft Mobile Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your Microsoft Mobile Voice Plan are set out in other parts of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Microsoft Mobile Voice Plan (business and government customers [click here](#)).

Microsoft Mobile Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢
Charges for calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	50¢
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		

- 18.59 In addition, for your Microsoft Mobile Voice Plan, we will charge you for SMS and MMS in accordance with the Telstra Mobile section of Our Customer Terms.

International roaming is not included

- 18.60 Fees and charges in connection with any use of a handset (including for SCMDM services) whilst the handset is roaming overseas are NOT covered by the monthly fee for a MMSP.
- 18.61 Fees and charges in connection with any use of handsets connected to a MMSP whilst roaming overseas, are set out in the [Part I – Heading Overseas \(International Roaming\) section of Our Customer Terms](#). Use of such handset whilst roaming overseas will be charged in accordance with Part I, or if it is not applicable, at the Our Customer Terms rates of the network you are using. We do not, except as set out in the Part I – Heading Overseas (International Roaming) section of Our Customer Terms, make any representation as to the charges or fees in connection with any use of the handset whilst roaming overseas.

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Additional terms

- 18.62 If applicable to your handset, the handset manufacturer's standard terms and conditions associated with those handsets apply.
- 18.63 Microsoft Regional Sales Corporation ("**Microsoft**") requires us to advise you that the following notice (the "**Microsoft Notice**") applies in relation to each client access licence which is granted to you by us in these Our Customer Terms for a service which you connect to a MMSP:
- "Your subscription to the MMSP includes a client access licence for the version of SCMDM which you are running. Microsoft Corporation requires this notice:*
- For each active user for which you have paid a subscription for the MMSP, you are granted a non-transferable client access license (CAL) for the version of SCMDM which you are running. This CAL may only be assigned to the same user as the qualifying subscription to the Mobile Services Plan. This CAL is non-perpetual and expires upon termination of the MMSP under which this license is granted. SCMDM CAL is the only Microsoft license provided under the terms of your MMSP agreement. You are responsible for acquiring server licenses for SCMDM, Microsoft Windows Server 2003 SP2 (or later) (and associated client access licenses), Microsoft SQL Server 2005 (or later) (and associated CALs) and any other Microsoft server products (and associated CALs), and any other Microsoft server product(s) (and associated CALS) necessary to run SCMDM pursuant to the terms of your Microsoft Volume Licensing Agreement and those products' use rights, as defined in the Microsoft Product Use Rights (PUR) document."*
- 18.64 You must comply with the terms of the Microsoft Notice set out above.
- 18.65 You agree that Microsoft may amend the Microsoft Notice from time to time, and you must comply with any such amended notice once we notify you of it in writing.
- 18.66 You acknowledge that the MMES is not fault-tolerant and is not designed, manufactured or intended for use with on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the service could lead directly to death, personal injury, or severe physical, property or environmental damage ("**high risk activities**"). To the extent permitted by law, we, and our suppliers and contractors, expressly disclaim any express or implied condition or warranty or statutory guarantee (including fitness for purpose) of the MMES for high risk activities.
- 18.67 Without limiting anything in Our Customer Terms or, if applicable our agreement, to the extent permitted by law, and except as otherwise expressly provided in any other arrangement between you and Microsoft, all warranties by Microsoft and any liability of Microsoft, its affiliates or suppliers for any damages, whether direct, indirect or consequential, arising from a service connected to a MMSP are excluded.
- 18.68 You agree to our rights under our Privacy Statement. In addition, you permit us to disclose to our suppliers and contractors, including Microsoft, all data generated or collected by or

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for us in connection with our agreement with you, your application for or use of MMES or your use of services otherwise provided by us to you ("**Your Information**").

- 18.69 We will take reasonable steps to ensure that our suppliers and contractors, including Microsoft, keep Your Information confidential and use it in accordance with applicable privacy laws.
- 18.70 Our suppliers and contractors, including Microsoft, may use Your Information, and disclose Your Information to suppliers or contractors that they engage, under appropriate terms of confidentiality and data handling obligations for the purposes of:
- (a) assisting with the provision of the Microsoft services or the services provided under a MMSP;
 - (b) determining payment obligations, verifying compliance with licensing requirements, determining channel incentives, and for internal reporting; and
 - (c) in response to lawful requests from law enforcement authorities.

General

- 18.71 You must ensure each handset connected to a MMSP, our services and our networks are used in accordance with our Acceptable Use Policy available www.telstra.com.
- 18.72 Without limiting any other right we may have, we may terminate the access of any service connected to a MMSP to our networks if the use of it adversely impacts the operation and/or other customers' enjoyment of our network or if you or any service connected to a MMSP breaches a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms business and government customers [click here](#)). We will tell you before this happens.
- 18.73 If any regulatory consent or exemption that we require to provide the MMES to you is not extended or is cancelled or withdrawn, we may terminate our agreement with you. We will tell you before this happens.

19 Telstra Enterprise Mobile Broadband

What is Telstra Enterprise Mobile Broadband?

- 19.1 Telstra Enterprise Mobile Broadband service allows you to access your private network with a compatible device approved by us.

Eligibility

- 19.2 To be eligible to acquire a Telstra Enterprise Mobile Broadband service, you must:
- (a) be a business customer with an ABN, ACN or ARBN;

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- (b) connect and stay connected to a Telstra Enterprise Mobile Broadband Plan for 24 months;
 - (c) connect and stay connected to:
 - (i) our IPWAN service with IP Wireless;
 - (ii) our Connect IP service with IP Wireless; or
 - (iii) any other access service we approve from time to time; and
 - (d) connect and stay connected to an eligible voice plan.
- 19.3 The Telstra Enterprise Mobile Broadband service is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the Telstra Enterprise Mobile Broadband service to a third party.
- 19.4 If you do not meet our credit requirements, we may not supply you with a Telstra Enterprise Mobile Broadband service. We will let you know if that happens.

Availability

- 19.5 Telstra Enterprise Mobile Broadband is available on:
- (a) Telstra's Next G mobile broadband network and
 - (b) our 3G network, if you bring your own compatible 3G device.

Telstra Next G mobile broadband network?

- 19.6 Please see the sections headed "**What is Telstra Mobile Broadband?**"; "**Coverage and handover between networks**"; and "**Usage of Next G mobile broadband network and devices**" in clause 24 of this Part for information about the Telstra Next G mobile Broadband network. The information in these sections applies to Telstra Enterprise Mobile Broadband over the Next G mobile Broadband network (including the 3G network) and including references to network unlocking fees for devices if applicable, but excluding information about Data Plans, PAYG pricing, use of Access Point Names (APN).
- 19.7 You may use the Telstra Enterprise Mobile Broadband service to access your private network on the telstra.corp APN, or any approved private APN (that is, a private APN named according to the format `companyname.corp`) that has been provisioned by us. Other data usage on other APNs is included in the monthly data access, subject to clause 19.23.
- 19.8 If you do not want other data usage on other APNs to be accessible, please contact Telstra to bar the data access on other APNs.

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Telstra Enterprise Mobile Broadband plans (“EMB Plans”)

19.9 There are two types of EMB Plans which you can apply for:

- (a) EMB Standard Plan; and
- (b) EMB SIM Only Plan.

19.10 The EMB Standard Plan comes with a Telstra approved Telstra mobile broadband device approved for accessing the Telstra Next G mobile broadband network (excluding a 3G device) (“**EMB Capable Device**”) at a subsidised price. We will specify which EMB Capable Device you will receive.

19.11 The EMB SIM Only Plan is available with an approved BYO device or you can purchase an EMB Capable Device from us as an outright purchase. EMB Capable Devices are not available for purchase with a Mobile Repayment Option (“**MRO**”).

19.12 If you move from an EMB Plan to an Enterprise Mobile Broadband Plus Plan, not all EMB Capable Devices will work with the Enterprise Mobile Broadband Plus service and are not EMB+ Capable Devices. To use the Enterprise Mobile Broadband Plus service you are required to have an EMB+ Capable Device.

19.13 3G devices are not available on the EMB Plans, but once connected to an EMB Plan you can use your own Telstra approved 3G device with the Telstra Enterprise Mobile Broadband service.

19.14 All EMB Plans are only available on a 24 month contract term.

19.15 EMB Plans are available until withdrawn by us.

Minimum number of Enterprise Mobile Broadband Plans required

19.16 We may set a minimum number of EMB Plans that you must purchase and retain. The minimum number of EMB Plans is set out in your application form or your agreement with us.

19.17 The minimum number of EMB Plans may be achieved through a combination of EMB Standard Plans and EMB SIM Only Plans.

19.18 If you are no longer eligible for an EMB Plan or if the number of EMB Plans you have connected is below the minimum number we have agreed (and if relevant, by the time we have agreed), we will:

- (a) cancel your EMB Plans and charge you an Early Termination Charge (“**ETC**”) (if applicable); and
- (b) migrate you to a Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your EMB Plans to

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any other current plans which are reasonably comparable. We will tell you before this happens

Usage

19.19 The Telstra Enterprise Mobile Broadband service cannot be used with wireless gateway routers.

Included data access

19.20 Your plan's monthly spend includes the costs of you accessing data from your private network and other data accessed on other APNs via the Telstra Enterprise Mobile Broadband service, subject to clause 19.22.

19.21 Our FairPlay Policy applies to your use of your EMB Plan. Our FairPlay Policy imposes a kilobyte limit per month on your data usage of 12000 MB. Our FairPlay Policy is set out in [Part A - General](#) of the Telstra Mobile Section of Our Customer Terms, and should be read so that any specific reference to Telstra Mobile IPWAN also includes Telstra Enterprise Mobile Broadband. When calculating data volumes for this purpose:

- (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
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

19.22 If you fail to comply with our FairPlay Policy and do not rectify this when we tell you to, then in addition to the rights set out in Part A – General of the Telstra Mobile Section of Our Customer Terms, we may move your services to the Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead and we may charge you an ETC as set out in your application form or separate agreement with us. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your EMB Plans to any other current plans which are reasonably comparable. We will tell you before this happens.

19.23 You cannot use the included data access for other calls or services, BlackBerry, Java, SMS (including Premium SMS), MMS, FOXTEL by Mobile, BigPond Photos, BigPond BigBlog, WAP, content subscription services, circuit switched data, Push to Talk, voice calls, MessageBank (voice or video) or international roaming. Standard charges will apply for use of these services.

International roaming

19.24 For terms relating to our International Roaming services, please see [Part I International Roaming](#) of the Telstra Mobile Section of Our Customer Terms.

Eligible voice plans

19.25 You must have an Eligible Mobile Voice Plan connected to each intended service.

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- 19.26 For the purposes of the Enterprise Mobile Broadband Plan service, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.
- 19.27 We will automatically connect a service to the Telstra Data Default Voice Plan if you fail to elect an Eligible Mobile Voice Plan for that service.
- 19.28 The Terms and Conditions for Telstra Data Default Voice Plans (including the applicable charges for voice calls to an Australian fixed or mobile number on the Telstra Data Default Voice Plan) are set out in the Telstra Mobile Broadband General Terms clause.
- 19.29 If the other parts and sections of the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Enterprise Mobile Broadband section of Our Customer Terms, then this Telstra Enterprise Mobile Broadband section applies instead of the other parts and sections of the Telstra Mobile Section, to the extent of the inconsistency.

Cancellation

- 19.30 If you cancel your EMB Plan before the end of the term (other than for our material breach) or we cancel your service as set out in the clause below, we may charge you an ETC. The ETC is specified in the Telstra Enterprise Mobile Broadband application form or your separate agreement with us.
- 19.31 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network 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.

At the end of your contract term

- 19.32 At the end of your contract term, your service will remain on the EMB Plan on a month to month basis. If that EMB Plan is no longer available, we may roll your service on to 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 telling us.

Charges

- 19.33 We will charge you and you must pay us:
- (a) the monthly service fee for the EMB Plans;
 - (b) if applicable, any fee for the EMB Capable Device;
 - (c) any usage fees and charges (including charges for data usage above the monthly included data allowance);
 - (d) any applicable ETCs; and
 - (e) any other charges;

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as set out in Our Customer Terms, your application form or your separate agreement with us.

Group Plan not available

19.34 The EMB Plan is not compatible with any Telstra Mobile group offer.

20 Enterprise Mobile Broadband Plus

What is the Enterprise Mobile Broadband Plus service?

20.1 The Enterprise Mobile Broadband Plus service is a remote access service that enables your End Users to remotely access your private corporate network via a range of domestic and global access technologies:

- (a) using a single client interface on an eligible Desktop (such as a laptop PC or other device we approve); or
- (b) using multiple interfaces on an eligible Smart Device (such as smart phones and tablets or other devices we approve).

Functionality of the Enterprise Mobile Broadband Plus service

20.2 Functionality of the Enterprise Mobile Broadband Plus service differs depending on whether you are accessing the service on:

- (a) an eligible Desktop; or
- (b) an eligible Smart Device.

20.3 The Enterprise Mobile Broadband Plus service includes the following:

- (a) where you are accessing the service on an eligible Desktop or an eligible Smart Device on the iPass WiFi network:
 - (i) a Single Client Software licence for each End User for use of the Single Client Software, subject to the Terms of Use; and
 - (ii) encrypted login; and

(b) where you are accessing the service on an eligible Desktop alone, it also includes:

- (i) intelligent Online Quality Online Reporting (“**iOQ Online Reporting**”);

and

- (ii) policy-based controls

- (c) To avoid doubt, the functionality under clause 20.3(a) is not available on eligible Smart Devices unless accessing the service on the iPass WiFi network.

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20.4 If you are accessing the Enterprise Mobile Broadband Plus service:

- (a) on an eligible Desktop, the service also includes:
 - (i) for all EMB Plus Plans, internet access using our domestic dial-up network footprint, the iPass WiFi network in Australia, our Telstra Next G mobile broadband network, the iPass Ethernet footprint in Australia (“**Domestic Footprint for Desktop**”). The iPass WiFi and Ethernet networks can be viewed at <http://hotspot-finder.ipass.com>;
 - (ii) in addition for Freedom Access Standard Plans and Freedom Access SIM Only Plans, internet access services in Australia and overseas provided by iPass Inc. (“**iPass Global Roaming Footprint**”), subject to International Roaming fees and charges. You cannot access the internet in all countries on the iPass Global Roaming Footprint. A list of countries where it is available is listed at <http://www.ipass.com>. We may amend the list at any time. Access to the iPass Global Roaming Footprint is subject to the Terms of Use set out below.
- (b) on an eligible Smart Device, the service also includes:
 - (i) for all EMB Plus Plans, internet access using the iPass WiFi network in Australia, and our Telstra Next G mobile broadband network in Australia (“**Domestic Footprint for Smart Devices**”).

The iPass WiFi networks can be viewed at <http://hotspot-finder.ipass.com/>.

- (ii) in addition for Freedom Access Standard Plans and Free Access SIM Only Plans, internet access services in Australia and overseas provided by iPass Inc. (“**iPass Global Roaming Footprint**”), subject to International Roaming fees and charges. You cannot access the internet in all countries on the iPass Global Roaming Footprint. A list of countries where it is available is listed at <http://www.ipass.com>. We may amend the list at any time. Access to the iPass Global Roaming Footprint is subject to the Terms of Use set out below.

Eligibility

20.5 To be eligible to take up an Enterprise Mobile Broadband Plus service, you must:

- (a) have an ABN, ACN or ARBN;
- (b) connect and stay connected to a EMB Plus Plan for 24 months; and
- (c) connect and stay connected to an eligible voice plan which includes Enterprise Fleet Plans, Corporate Rate Plans, Telstra Government Plan/Plus and Telstra Corporate Plan. If you do not select an eligible voice plan, you will be connected to a Telstra Data Default Voice Plan.

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- 20.6 The Terms and Conditions for Telstra Data Default Voice Plans (including the applicable charges for voice calls to an Australian fixed or mobile number on the Telstra Data Default Voice Plan) are set out in the Telstra Mobile Broadband General Terms clause.
- 20.7 The Enterprise Mobile Broadband Plus service is not available to Telstra wholesale customers or for resale. You cannot assign or resupply an Enterprise Mobile Broadband Plus service to a third party.
- 20.8 If you do not meet our credit requirements, we may not supply you with an Enterprise Mobile Broadband Plus service. We will let you know if that happens.

Configuration – Customer Hosted Access

- 20.9 Enterprise Mobile Broadband Plus is offered with a Customer Hosted Access configuration
- 20.10 With the Customer Hosted Access configuration of Enterprise Mobile Broadband Plus, you:
- (a) are responsible for locating and managing the Enterprise Mobile Broadband Plus server;
 - (b) are responsible for controlling your network and each Enterprise Mobile Broadband Plus service;
 - (c) must ensure that your virtual private network gateway is compatible with your Enterprise Mobile Broadband Plus service; and
 - (d) are responsible for updating the Single Client Software for Smart Devices.

Enterprise Mobile Broadband Plus Plans

- 20.11 The following plans are available with the Enterprise Mobile Broadband Plus service:
- (a) Professional Access Standard Plan, subject to clause 20.15 are not available for new connections on and from 1 November 2011;
 - (b) Professional Access SIM Only Plan, subject to clause 20.15 are not available for new connections on and from 1 November 2011;
 - (c) Freedom Access Standard Plan; and
 - (d) Freedom Access SIM Only Plan,
- (together the “**EMB Plus Plans**”).
- 20.12 The EMB Plus Plans are available until withdrawn by us.
- 20.13 The EMB Plus Plans are available only on 24 month contract term.

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20.14 Each EMB Plus Plan you sign up to includes a compatible SIM card to use with your selected EMB+ Capable Device or eligible Smart Device. If you wish to access the Enterprise Mobile Broadband Plus service with another eligible Smart Device or EMB+ Capable Device (that you will need to have separately purchased):

- (a) utilising the compatible SIM card you originally received with the EMB Plus Plan, you may need to purchase an adaptor; or
- (b) without utilising the compatible SIM card issued with the particular EMB Plan, you may incur additional data charges.

Professional Access Plans

20.15 Professional Access Plans are only available if you entered into an agreement with Telstra before 1 November 2011 and the agreement allows you to sign up to Professional Access Plans. Otherwise, on and from 1 November 2011, Professional Access Plans will not be available for new customers/connections.

20.16 For each End User on a Professional Access Standard Plan or a Professional Access SIM Only Plan, the plan includes:

Monthly included data allowance	1,000 MB
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Where:

- (a) 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). Charges for excess eligible monthly data usage are calculated per kilobyte.

20.17 Data usage above the monthly included data allowance will be charged at \$0.25 per megabyte (or part). More details on the monthly included data allowance are set out below.

Freedom Access plan

20.18 For each End User on a Freedom Access Standard Plan or a Freedom Access SIM Only Plan, the plan includes:

Monthly included data allowance	FairPlay Policy applies (as set out below)
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20.19 Our FairPlay Policy applies to your use of your Freedom Access Plan. Our FairPlay Policy imposes a kilobyte limit per month on your data usage of 12000 MB. Our FairPlay Policy is set out in [Part A - General](#) of the Telstra Mobile Section of Our Customer Terms, and should be read so that any specific reference to Telstra Mobile IPWAN also includes Enterprise Mobile Broadband Plus. When calculating data volumes for this purpose:

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- (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
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

20.20 In addition to our rights to our set out in Part A - General of the Telstra Mobile Section of Our Customer Terms, if you exceed this monthly included data allowance, you:

- (a) must comply with any directions we set out in our notification to you; and
- (b) acknowledge and agree that, if you fail to comply with those directions set out in our notice above, we can:
 - (i) cancel your Enterprise Mobile Broadband Plus service (and charge you an early termination charge (if applicable)); and
 - (ii) migrate you to a Telstra Mobile Broadband \$69 Monthly Casual Data Plan on a month-to-month basis instead. This is a data plan and does not include any of the non-data features of Enterprise Mobile Broadband Plus. If the Telstra Mobile Broadband \$69 Monthly Casual Data Plan is no longer available, we may transfer all your Enterprise Mobile Broadband Plus Plans to any other current plans which are reasonably comparable. We will tell you before this happens.

Charges

20.21 We will charge you and you must pay us:

- (a) the monthly service fee for the EMB Plus Plan;
- (b) if applicable, any fee for the EMB+ Capable Device or eligible Smart Device;
- (c) any usage fees and charges for use not included in your EMB Plus Plan such as:
 - (i) call costs associated with using our domestic dial-up network footprint. If you make a call to access Enterprise Mobile Broadband Plus dial-up from a third party's facilities (such as a hotel), you may have to pay any surcharge levied by that third party;
 - (ii) usage incurred under section 29.14;
 - (iii) charges for data usage above the monthly included data allowance; and
 - (iv) international roaming charges
- (d) any applicable early termination charges; and
- (e) any other charges;

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as set out in Our Customer Terms, your application form or your separate agreement with us.

EMB+ Capable Devices & eligible Smart Devices

- 20.22 In order to receive the Enterprise Mobile Broadband Plus service, you must also acquire or already have an EMB+ Capable Device or eligible Smart Device.
- 20.23 The Professional Access Standard Plans come with an EMB+ Capable Device and the Freedom Access Standard Plans come with an EMB+ Capable Device or eligible Smart Device, at a subsidised price. We will specify which EMB+ Capable Device or eligible Smart Device are available with these Plans.
- 20.24 For the Freedom Access SIM Only Plans you must separately acquire or already have a Telstra approved EMB+ Capable Device or eligible Smart Device or you can use an approved BYO device (by using a Telstra 3G USIM). For the Professional Access SIM Only Plans you must separately acquire or already have a Telstra approved EMB+ Capable Device or you can use an approved BYO device (by using a Telstra 3G USIM).
- 20.25 Telstra provides no guarantee that a BYO device will be compatible with the Telstra Next G mobile broadband network, Domestic Footprint for Desktop, Domestic Footprint for Smart Devices, the iPass Global Roaming Footprint, the Open Mobile™ Client or the Open Mobile™ Portal.

Mobile Repayment Option

- 20.26 You are not eligible for a Mobile Repayment Option with any Enterprise Mobile Broadband Plus service.

What is an EMB+ Capable Device and an eligible Smart Device

- 20.27 An EMB+ Capable Device is equipment which allows you to access the Enterprise Mobile Broadband Plus service on a eligible Desktop. This includes Telstra mobile broadband devices approved for accessing the Telstra Next G mobile broadband network..
- 20.28 The EMB+ Capable Device is designed to work in an eligible Desktop (such as a laptop PC). You may use the EMB+ Capable Device in other equipment (such as selected PDAs) however we are unable to provide support for EMB+ Capable Devices used in this way.
- 20.29 An eligible Smart Device is a Telstra approved smartphone or tablet which allows you to access the Enterprise Mobile Broadband Plus service . Some eligible Smart Devices may also be used as a tethered modem to access the Enterprise Mobile Broadband Plus service on a eligible Desktop, but not all eligible Smart Devices can be used in this way. We will advise you of which eligible Smart Devices can be used as a tethered modem. Use of your eligible Smart Devices as a tethered modem will count towards your monthly included data allowance.

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20.30 If we provide you with an EMB+ Capable Device or eligible Smart Device, we may charge you a fee set out in your application form or separate agreement with us for your EMB+ Capable Device and eligible Smart Device.

Transfer of ownership and risk for EMB+ Capable Devices and eligible Smart Devices we provide to you

- 20.31 On the date that we deliver the EMB+ Capable Device/eligible Smart Device to you:
- (a) we transfer ownership of the EMB+ Capable Device/eligible Smart Device to you; and
 - (b) you are responsible and liable for the EMB+ Capable/eligible Smart Device Device.

Coverage and handover between networks

20.32 For the latest coverage information for the Telstra Next G mobile broadband network please visit www.telstra.com/mobilebbcoverage. For access to the internet in all countries on the iPass Global Roaming Footprint please visit <http://www.ipass.com>. For a list of iPass WiFi networks that can be used, please visit <http://hotspot-finder.ipass.com/> or call Customer Service on 125 111 (call charges apply).

20.33 Although we will use reasonable care and skill in providing the Enterprise Mobile Broadband Plus service on an EMB+ Capable Device and eligible Smart Device, because the 4G/Next G/3G/GPRS networks are radio networks and due to their nature these networks and devices may experience drop-outs from time to time. A Capable Device will access data over Telstra's Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network and a Telstra mobile broadband 4G device is required to access 4G.

20.34 An EMB+ Capable Device and eligible Smart Device may hand-over from the Next G network to the 3G or GPRS networks or from 4G to 3G and maintain your connection during data transfers where 3G is available and suitable radio conditions exist.

Usage of the Telstra Next G mobile broadband network and devices

20.35 An EMB+ Capable Device and an eligible Smart Device will access data over Telstra's Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). For optimum performance on our Next G, 4G, 3G and GPRS networks, you must use an EMB+ Capable Device or eligible Smart Device (and use them in accordance with any user guides issued by the manufacturer of that device). A Telstra mobile broadband 4G device is required to access 4G.

20.36 You must use your EMB+ Capable Device, eligible Smart Device, Enterprise Mobile Broadband Plus service, your other Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements that we may specify from time to time.

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- 20.37 You must not use your Enterprise Mobile Broadband Plus service:
- (a) to connect to the Internet via another internet service provider and unless we advise you otherwise;
 - (b) in connection with any machine-to-machine applications or to establish any point to point data connections with another modem; or
- Note: A machine-to-machine application refers to any automated telemetry, telematics or telematics application or service which links two or more systems or devices with a mobile data connection.
- (c) with any wireless gateway router.
- 20.38 Telstra mobile broadband 4G devices are not compatible with sending or receiving SMS messages, unless we advise you otherwise.
- 20.39 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.
- 20.40 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.

Use of your Enterprise Mobile Broadband Plus service

- 20.41 Your end users who are permitted access to Enterprise Mobile Broadband Plus service include your employees, officers and independent contractors who you have provided agent access to the Enterprise Mobile Broadband Plus service (“**End Users**”).
- 20.42 You are responsible for the use of your Enterprise Mobile Broadband Plus service by your End Users.
- 20.43 You must purchase an Enterprise Mobile Broadband Plus service for each of your End Users.
- 20.44 Although we will use our reasonable care and skill in providing you the Enterprise Mobile Broadband Plus Service, due to the nature of telecommunication networks, we do not guarantee that the Enterprise Mobile Broadband Plus service will provide you with a continuous connection. We may, from time to time:
- (a) apply a limit on your continuous access time to the Enterprise Mobile Broadband Plus service (called a "session limit");
 - (b) disconnect your session if no data is transferred for a continuous period (called "idle timeouts"); and

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- (c) reduce data speed based on continuous access time or the amount of data transmitted.

20.45 We will provide information about the limitations in the above clause to you on request.

International Roaming

20.46 Only 3G International Roaming services are currently available with a Telstra mobile broadband 4G device.

20.47 Fees and charges in connection with any use of an EMB+ Capable Device or eligible Smart Device while roaming overseas outside the iPass Global Roaming Footprint, are NOT covered by the monthly service fee for a EMB Plus Plan. It is important that you monitor at all times which network you are on when roaming overseas as your EMB+ Capable Device and eligible Smart Device may switch between networks. If you do not wish to incur such fees and charges while roaming overseas you must turn off overseas roaming on your EMB+ Capable Device or eligible Smart Device before heading overseas.

20.48 Fees and charges in connection with any use of an EMB+ Capable Device or eligible Smart Device connected to an EMB Plus Plan while roaming overseas outside the iPass Global Roaming Footprint, are set out in the [Part I of the Telstra Mobile Section of Our Customer Terms](#), or if it is not applicable, at the rates of the network you are using.

Data Usage

20.49 Your monthly included data allowance only includes data usage over the telstra.rw APN, Telstra.corp APN, telstra.internet APN and telstra.datapack APN. Except if you have a Freedom Access Standard Plan or Freedom Access SIM Only Plan, any data usage over the telstra.rw APN, Telstra.corp APN, telstra.internet APN and telstra.datapack APN in excess of your included data allowance will be charged at the rates set out in your application form or separate agreement with us.

20.50 Your included data allowance does not include, and the excess usage charges do not apply to, other calls or services including Mobile Internet (WAP), BlackBerry, Java, SMS (including Premium SMS), MMS, Telstra Next G mobile broadband network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. All other services will be charged in accordance with the [Our Customer Terms](#) or your separate agreement with us for those services.

20.51 Any monthly included data allowance which remains unused at the end of each month will not roll over for use in the next month.

20.52 You may use the monthly included data allowance to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).

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Usage Restrictions

- 20.53 You must comply with our Acceptable Use Policy, as set out at www.telstra.com, when using your Enterprise Mobile Broadband Plus service.
- 20.54 You must comply, and ensure that your End User's comply with the Enterprise Mobile Broadband Plus Terms of Use at clauses 20.82-20.100.
- 20.55 In using any part of the Enterprise Mobile Broadband Plus service, you must also ensure that your End User must:
- (a) ensure that login names, passwords or any other authentication information or devices remain secret and secure, and that each set of login information is accessible to and used by only one End User;
 - (b) in addition to anything set out in our Acceptable Use Policy or FairPlay Policy, not:
 - (i) engage in any act of a malicious nature which may reasonably result in harm or damage to another person's service or privacy;
 - (ii) operate maillist, listserv, 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;
 - (iii) attempt to intercept, redirect, or otherwise interfere with communications intended for others;
 - (iv) use your Enterprise Mobile Broadband Plus service to deliberately send excessively large attachments to one recipient;
 - (v) alter, add, remove or modify source IP address information or use forged headers (a.k.a. "spoofing") in an effort to deceive or mislead;
 - (vi) attempt to fraudulently conceal, forge, or otherwise falsify an End User's identity in connection with use of your Enterprise Mobile Broadband Plus service;
 - (vii) use your Enterprise Mobile Broadband Plus service to knowingly commit verbal or written threats towards another person. This may include posting or transmitting a person's real life information (name/address/phone number) in a malicious manner;
 - (viii) use your Enterprise Mobile Broadband Plus service to send threatening or harassing messages which suggest that the sender is planning to engage in some type of criminal activity. Generally threats to public officials, references to bombings, bank heists, and activities that threaten national security, are considered serious violations;

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- (ix) attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of an End User's connection, including the use of pingbots and other methods of avoiding timing disconnection; and
- (x) maintain more than one concurrent online session per username and password.

Hardware and Software obligations

20.56 You:

- (a) must meet the minimum hardware and software requirements set out at www.telstraenterprise.com. We do not warrant that your Enterprise Mobile Broadband Plus services will work if you do not meet, and maintain these minimum hardware and software requirements;
- (b) agree to accept and comply with any Enterprise Mobile Broadband Plus Terms of Use for the security software (and any updates to the security software) for the term of your Enterprise Mobile Broadband Plus service that are made available in our application form, in your separate agreement with us or as notified by us to you from time to time;
- (c) must install, manage and maintain any software or hardware required for the Enterprise Mobile Broadband Plus service in accordance with our reasonable directions;
- (d) must ensure that your computer systems or smart device meet any technical requirements notified to you by us from time to time;
- (e) are solely responsible for maintaining your software, hardware and systems including the selection and installation of software (including operating system) patches and updates;
- (f) must accept any update to the Phonebook when it is made available, and must ensure that all your End Users do the same; and
- (g) are solely responsible for any use of the Enterprise Mobile Broadband Plus service by you, and End User or any third party whether authorised or not.

Enterprise Mobile Broadband Plus RoamServer

20.57 The Enterprise Mobile Broadband Plus RoamServer is only available when you access the Enterprise Mobile Broadband Plus service using the iPass Global Roaming Footprint.

20.58 The Enterprise Mobile Broadband Plus RoamServer authenticates each Enterprise Mobile Broadband Plus service on your network

20.59 You must:

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- (a) upgrade the hardware and software of your for the Enterprise Mobile Broadband Plus RoamServer at your cost to meet any minimum hardware and software requirements notified by us to you from time to time; and
- (b) take steps to prevent unauthorised access to your service and our service platform including not disclosing user names and passwords that we provide you (except as required by the service).

Intellectual Property

- 20.60 You will not own any intellectual property rights in relation to the Enterprise Mobile Broadband Plus service.
- 20.61 If we provide you with any documents, processes or software as part of your service, we (or our licensors) own the intellectual property rights. You must immediately inform us if you become aware of any infringement or suspected infringement of intellectual property rights.

Special additional privacy terms for Enterprise Mobile Broadband Plus

- 20.62 In relation to You and each of your End Users:
- (a) you acknowledge that in order to use the Enterprise Mobile Broadband Plus service, you must provide the following information to us:
 - (i) user name/identification; and
 - (ii) domain/realm.
 - (b) In order to provide an Enterprise Mobile Broadband Plus service to you, we may collect the following information:
 - (i) authentication domain and user name/identification;
 - (ii) date, time and duration of session;
 - (iii) technical or network data provided to or obtained by Telstra in connection with the provision of an Enterprise Mobile Broadband Plus service;
 - (iv) device registry; and
 - (v) country, state, and city where an Enterprise Mobile Broadband Plus service was used (collectively the “**Information**”).
 - (c) As indicated above, when you use your Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint, we will be able to identify where you are located. The Information is required to supply your Enterprise Mobile Broadband Plus service (including support services) and to invoice you. Location technology will not be used for any purpose other than providing the Enterprise Mobile Broadband Plus service to you and ensuring authorised use of the Enterprise

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Mobile Broadband Plus service on the iPass Global Roaming Footprint. We consider our ability to locate where you are when you use your Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint to be fundamentally necessary to enable us to provide the Enterprise Mobile Broadband Plus service. Therefore if you object to our use of location identification technology, you should not use the Enterprise Mobile Broadband Plus service.

- (d) We may disclose the Information to third party service providers in Australia and overseas. These third party service providers may use and disclose the Information, both in Australia and overseas, to provide services to you, or to provide services to us that will enable us to provide the Enterprise Mobile Broadband Plus service to you.
- (e) We will obtain your calling line identification (CLI) data (the telephone number used to connect to your Enterprise Mobile Broadband Plus service) when you use the Enterprise Mobile Broadband Plus service, regardless of whether or not calling number display has been blocked or if you are using a silent telephone number. However, we will only use your CLI data for purposes connected with the provision of your Enterprise Mobile Broadband Plus service (such as fraud prevention) in accordance with the *Telecommunications Act 1997* (Cth) and other applicable laws. We will not disclose your CLI data to third parties except as permitted by law.

Service Levels

- 20.63 We aim to meet the provisioning service levels, service assurance levels and the target success rate for your service. You acknowledge that our service levels, service assurance levels and the target success rate are targets only and we will not be responsible for failing to meet them.

Provisioning Service Levels

- 20.64 The target provisioning time for Enterprise Mobile Broadband Plus service is 28 business days from our acceptance of your order. We will not accept an order until you have provided all information reasonably required by us to assess your order. We will supply you with provisioning times for moves, adds and changes to an Enterprise Mobile Broadband Plus service upon request.
- 20.65 Our target provisioning time starts on the date we accept your order and ends on the completion of provisioning.
- 20.66 Our target provisioning times are indicative only. We aim to meet the target provisioning times but are not required to do so and no rebate will apply. Actual provisioning times may be affected by a number of factors including:
- (a) the availability of equipment and network infrastructure;
 - (b) you giving us sufficient and timely access to your premises and equipment in order to undertake the provisioning;

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- (c) the size, scale and location of your provisioning; and
- (d) any other factor that is beyond our reasonable control.

- 20.67 You are required to complete the Enterprise Mobile Broadband Plus Authentication Server™ Software installation & integration within 5 days of receiving the RoamServer™ Software.
- 20.68 You are required to complete the test and acceptance of your specific connection/mobility manager within 10 working days of delivery of the customised connection/mobility manager.
- 20.69 If you request multiple services, we will agree a provisioning time with you on a case-by-case basis.

HelpDesk

- 20.70 You must provide first level help desk support to your End Users. You must manage your user credentials (logins and passwords) and undertake initial fault diagnostics before reporting problems to our Enterprise Mobile Broadband Plus Service Desk.
- 20.71 You must appoint a person in your organisation (a Trusted Customer Officer) to be your point of contact with our Enterprise Mobile Broadband Plus Service Desk.
- 20.72 If your help desk is unable to resolve a problem and determines the problem to be an Enterprise Mobile Broadband Plus problem, your Trusted Customer Officer may contact our Enterprise Mobile Broadband Plus Service Desk on 1800 467 889 (available 24 hours per day, 7 days per week).
- 20.73 Only your Trusted Customer Officer may report a fault to our Enterprise Mobile Broadband Plus Service Desk. Your Trusted Customer Officer will need to quote the Enterprise Mobile Broadband Plus Full National Number FNN (of format N1234567R) or the Full National Number of any affected Enterprise Mobile Broadband Plus Dial-up service, and should be prepared to answer the following questions:
- (a) Is there a problem accessing or using a portal (IP Solutions Portal)?
 - (b) Has the Enterprise Mobile Broadband Plus service worked before (ie is this a newly commissioned service)?
 - (c) How many End Users are affected?
 - (d) What error code is the End User getting on the client connection log?
 - (e) What type(s) of access service is being used and where is the End User?
 - (f) Is the End User experiencing data/speed issues?
 - (g) If the access service is supplied by a provider other than us, who is the supplier of the access service?

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Service Level Assurances when using Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint

20.74 Our Enterprise Mobile Broadband Plus Service Desk will perform an analysis of your problem and if the problem is identified to relate to the iPass Global Roaming Footprint; and

- (a) if the problem is identified to be within the Enterprise Mobile Broadband transaction centre and our NetServer that will allow you access to the Enterprise Mobile Broadband Plus service in Australia (“**Domestic Enterprise Mobile Broadband Plus Core Service**”), the following service levels will apply.

Service	Response Target	Restoration Target	Maintenance Coverage Period
Domestic Enterprise Mobile Broadband Plus Core Service	60 min	12 hours	24 hours per day, 7 days per week (including public holidays)

- (b) if the problem is identified to be within an access service provided by us then the service levels described above for that service will apply.
- (c) if the problem is identified to be within an access service provided by a service provider other than us, it will be your responsibility to contact that provider. We are not responsible for access services not provided by us.

20.75 Our Response Time is the period commencing when a valid service fault report is received by our IP Services help desk in accordance with clause 20.73 above and ending on the first to occur of:

- (a) when we tell you that work has commenced to identify the fault;
- (b) when we tell you that a site visit is required; or
- (c) when one of our representatives attends the site,

excluding time outside the Maintenance Coverage Period.

20.76 After our Enterprise Mobile Broadband Plus Service Desk receives a valid fault report in accordance with clause 20.73 above, we will analyse the fault condition and notify you as to what Restoration Target will apply. Our Restoration Time is the period commencing with this notification and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used,

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excluding time outside the Maintenance Coverage Period

20.77 All performance service levels are indicative of our targets only.

Success Rate when using Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint

20.78 The **Success Rate** indicates the proportion of access attempts to the Enterprise Mobile Broadband Plus service on the iPass Global Roaming Footprint that were successful in a given month. We aim for the Actual Success Rate to meet or exceed our Success Rate Target.

20.79 Our **Success Rate Target** is 95%.

20.80 The **Actual Success Rate** is calculated as follows:

$$\frac{\text{(Successful Connections)}}{\text{(Successful Connections + Modified Network Errors)}} \times 100\%$$

where:

- (a) **Successful Connections** means the number of your End Users' connections to Enterprise Mobile Broadband Plus access points on the iPass Global Roaming Footprint that were successful in a given month.
- (b) **Modified Network Errors** means the number of your End Users' connections to iPass access points that were unsuccessful due to network errors in a given month. Modified Network Errors are counted once per End User per number per 24 hour period or successful connection, whichever occurs first.

20.81 When you are accessing the Enterprise Mobile Broadband Plus service on a eligible Desktop with a EMB+ Capable Device on the iPass Global Roaming Footprint, service level reporting using iIQ Online Reporting will only include an End User's connection attempt data up to and including that End User's last successful connection attempt. Monthly reports are not complete and are supplied for information purposes only. The final Actual Success Rate may vary as additional data is received.

Enterprise Mobile Broadband Plus - Terms of Use

20.82 In this Enterprise Mobile Broadband Plus Terms of Use section, the following words have the following special meanings:

Client Software

- (a) in relation to eligible Desktops means iPass Open Mobile™ Platform and iPass Open Mobile™ Client, which is the iPass software supplied to you by Telstra in connection with the Telstra Enterprise Mobile Broadband Plus service consisting

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of the executable version(s) of the iPass-proprietary client software code, including any Updates to it and associated end user documentation that Telstra provides to you in connection with the Service. On and from 1 November 2011 iPassConnect™ will no longer be available for new connections;

- (b) in relation to eligible Smart Devices means iPass Open Mobile™ Client for iOS or iPass Open Mobile™ Client for the Android platform, which is the iPass software used in connection with the Telstra Enterprise Mobile Broadband Plus service consisting of the executable version(s) of the iPass-proprietary client software code, including any Updates to it and associated end user documentation.

Telstra or iPass may provide you Updates that replace this current version.

POPs means local Internet points of presence to which a User accesses the Service via the Client Software.

Server Software means the iPass software supplied to you by Telstra in connection with the Telstra Enterprise Mobile Broadband Plus service consisting of the machine-executable version of the server software code, including any Updates to it and associated end user documentation that Telstra provides to you to enable you, or an entity authenticating your usage, to permit users to use the Service. The Server Software currently consists of RoamServer™ and NetServer™ (if you elect a service which requires NetServer), but Telstra may provide you Updates that replace this current version.

Service means, for the purpose of these Terms of Use, iPass' proprietary remote Internet access service that permits users to connect to and use the Internet via POPs which is supplied to you by Telstra as part of the Telstra Enterprise Mobile Broadband Plus service.

Software means the Client Software and Server Software.

Update means an updated, revised, or enhanced version of the Software that Telstra or iPass may make available to you from time to time.

General

- 20.83 For some components of the Telstra Enterprise Mobile Broadband Plus service, Telstra will supply you with software and services that is acquires from iPass Inc under a reseller relationship. You agree to be bound by these Enterprise Mobile Broadband Plus Terms of Use in relation to the software and services that Telstra acquires from iPass and provides to you.
- 20.84 In the event of a direct conflict between these Terms of Use and the other terms of your agreement with us, the terms of your agreement with us, take precedence to the extent of any inconsistency.
- 20.85 You acknowledge and agree that you are responsible for End Users use of the Service and any breach of these Terms of Use by an End User using the Service through you is a breach by you.

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Software Licence

- 20.86 Subject to the terms and conditions of these Terms of Use, Telstra grants you a worldwide, non-exclusive, non-transferable licence to reproduce (on all eligible Smart Devices and computers from which you use the Service and for backup and archival purposes) and execute the Client Software solely to enable your use of the Service. Each End User may use the Client Software on more than one of their own EMB+ Capable Devices or eligible Smart Devices.
- 20.87 If you also acquire the Server Software, subject to the terms and conditions of Terms of Use, Telstra hereby grants you a worldwide, non-exclusive, non-transferable licence to install and execute the Server Software on servers at your location solely in order to provide the Service to your users.

Software Restrictions

- 20.88 Except as permitted by law which cannot be excluded, you agree not to cause or permit the reverse engineering, translation, disassembly, or decompilation of the Software and you further agree not to attempt to derive the source code of the Software, whether in whole or in part.
- 20.89 Where a law gives you the right to do so to obtain information necessary to enable the Software to interoperate with other software, you must first notify Telstra of your desire to reverse engineer the Software, and Telstra may, in its discretion, either provide such information to you, or impose reasonable terms and conditions on such use of the Software to ensure that Telstra and their suppliers proprietary rights are protected.

Software Ownership

- 20.90 You acknowledge and agree that the Software is licensed and not sold. As between the parties, Telstra or its relevant suppliers will retain all title, copyright and other proprietary rights in and to the Service, the Software, and any other technology, services, or materials that Telstra may provide to you under our agreement with you. For the avoidance of doubt, you acknowledge that no right to or licence in the source code for the Software is granted to you under these Terms of Use. You will not obfuscate, alter, or remove any copyright, trademark, or other proprietary notice or legend on or in the Software or any iPass Ince web content and will include all such markings in all copies of such materials. You acknowledge and agree that Telstra may disclose your usage data to its suppliers and other third parties for the purpose of providing the Service and Software to you.

Service Use Restrictions

- 20.91 You will not use the Service to take any actions that:
- (a) infringe on any third party's copyright, patent, trademark, trade secret, privacy or other proprietary rights;
 - (b) violate any applicable law, statute, ordinance or regulation (including without limitation those regarding export control);

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- (c) are defamatory, threatening, harassing, or obscene; or
- (d) interfere with or disrupt our (or our suppliers) network, other users, services or equipment. Disruptions include distribution of unsolicited bulk emails or chain letters; causing an excessive or disproportionate load on Telstra's (or its suppliers') infrastructure; distribution of viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; and the unauthorised entry to any machine accessible via the network.

20.92 You may not resell or redistribute any of the Services and you will comply with the usage policies of Telstra and its applicable suppliers, which we will make available to you.

iOQ Online Reporting

20.93 The following terms apply only if you are accessing the Service with an EMB+ Capable Device on the iPass Global Roaming Footprint and you use the **iOQ Online Reporting** service.

20.94 You acknowledge and understand that an **iOQ Online Reporting** password will be needed to access the iPass **iOQ Online Reporting** web site and to access data related to your dial-in access attempts (the "Data"). Subject to these Terms of Use, you may use the **iOQ Online Reporting** web site, the iOQ password, and the Data during the term of your agreement with us solely to assist and support you users to use the Service. You acknowledge the Data and the iOQ passwords are Confidential Information of Telstra and/or its suppliers.

20.95 You will not:

- (a) except for the purpose above and to the extent permitted by law, modify, adapt, alter, rearrange, reclassify, decompile or recompile or otherwise manipulate the Data, or merge the Data with other data or information;
- (b) use the **iOQ Online Reporting** web site to access the Data of any other party;
- (c) circumvent or attempt to circumvent any security measures implemented by Telstra (and its suppliers) to protect the iOQ password, **iOQ Online Reporting** web site or the Data; or
- (d) sublicense, rent, lease, loan, market, distribute or otherwise transfer Data or any part of the Data to third parties.

Termination

20.96 Notwithstanding any clause in Our Customer Terms or our agreement with you, if you fail to comply with the terms and conditions of these Terms of Use then Telstra may provide you written notice of your breach and if you do not cure such breach within fifteen (15) days following the notice date, Telstra may suspend or terminate your access to the Service..

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20.97 In the event of suspension or termination, you must destroy all copies of the Software. Without limiting the foregoing, your rights under these Terms of Use will terminate upon the termination of your agreement with us.

Disclaimer of Warranty

20.98 To the extent permitted by law, the Software, the Service, the documentation we provide you for this service, and all other associated material is provided to you “as-is” and Telstra makes no guarantee or representation, express or implied, relating to the suitability or capability of the Software and Service for your needs.

20.99 Due to the nature of the services, Telstra cannot and does not warrant that the services will be continuous, timely or error-free or that the Service will be available on a certain date or time. You acknowledge that disconnection may occur from time to time and that access to the network cannot be guaranteed.

Limitation of Liability

20.100 Telstra and its suppliers exercise no control whatsoever over the content of the information passing through their systems. You acknowledge that use of any information obtained via the Service is at your own risk and Telstra (and its suppliers) specifically deny any responsibility for the accuracy or quality of information obtained through the Service.

21 Exchange Online Mobile Email Plan

What is the Exchange Online Mobile Email Plan?

21.1 The Exchange Online Mobile Email Plan is a mobile email plan that provides eligible T-Suite customers with access to Exchange email (including attachments), calendar and contacts from compatible devices for \$12.95 per month.

21.2 The Exchange Online Mobile Email Plan is not available with any other Telstra mobile offer unless specified by us.

Eligibility

21.3 To be eligible for an Exchange Online Mobile Email Plan, you must have:

- (a) an ABN, ACN or ARBN;
- (b) an active T-Suite subscription to the Microsoft Exchange Online Standard Service or a Business Productivity Online Standard Suite with the Microsoft Exchange Online Standard Service (“**Eligible T-Suite Service**”);

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- (c) a compatible Next G device (as notified by us from time to time) as listed on www.telstra.com/business, which is connected to any Telstra business post-paid mobile plan (“**Eligible Mobile Service**”).

Minimum contract term

- 21.4 The Exchange Online Mobile Email Plan is provided on a month to month basis.
- 21.5 You may cancel your Exchange Online Mobile Email Plan at any time. If you cancel your Exchange Online Mobile Email Plan part way through a month, the monthly access fee will be pro-rated according to the remain days in that month. Early termination charges do not apply if you cancel the Exchange Online Mobile Email Plan.
- 21.6 If the Exchange Online Mobile Email Plan is no longer available, we may roll your service onto any other monthly plan that is reasonably comparable if one exists, otherwise we will cancel the plan on 30 days prior notice to you. We will also tell you before we roll your service onto another plan. If you are not happy with your new plan, you may terminate that plan by giving us notice.

Eligible T-Suite Service and Eligible Mobile Service

- 21.7 You must comply with the terms of your Exchange Online Mobile Email Plan, Eligible T-Suite Service and Eligible Mobile Service at all times.
- 21.8 If your Eligible T-Suite Service and/or Eligible Mobile Service are suspended, cancelled or terminated during your Exchange Online Mobile Email Plan subscription, we will cancel your Exchange Online Mobile Email Plan and the monthly access fee will be pro-rated according to the remaining days in that month.

Usage restrictions

- 21.9 Telstra’s Fair Play Policy applies to the Exchange Online Mobile Email Plan. Eligible usage over 1GB per service per month will result in your speed being reduced to 100kbps. This is to ensure other customers using the same service are not detrimentally affected (we will notify you when this occurs).
- 21.10 Eligible usage under the Exchange Online Mobile Email Plan covers access to and use of exchange email (including attachments) calendar and contacts from your compatible device within Australia. It does not cover other forms of data use from your mobile, such as WAP or web browsing, or use outside Australia. To cover such additional use, you will require a separate data or browsing plan or PAYG sessions.

Charges

- 21.11 We charge you the following monthly access fee for the Exchange Online Mobile Email Plan. This fee is in addition to the fees and charges you must pay us for your Eligible T-Suite Service and Eligible Mobile Service, compatible device and additional usage.

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Exchange Online Mobile Email Plan	GST excl.	GST incl.
Monthly access fee (including a monthly included data allowance) per user	\$11.77	\$12.95

One month free trial

21.12 You will be entitled to a free trial of the Exchange Online Mobile Email Plan in the first month of your subscription. At the end of the trial month, you will continue on the Exchange Online Mobile Email Plan and be charged the monthly access fee unless you cancel your subscription. You are only entitled to one free trial for the Exchange Online Mobile Email Plan.

22 m-View mobile and MAVEO video streaming

Note: On and from 2 November 2012, the MAVEO Managed Service license will not be available for purchase, and the m-View Mobile licence will only be available on a month-to-month basis.

What is m-View mobile and MAVEO video streaming?

22.1 The m-View mobile and MAVEO video streaming service is a live video streaming system designed for operation over wireless networks. m-View Mobile enables you to send and receive live video, audio and photos in real time over wireless networks from a range of compatible mobile devices. MAVEO is an unmanned remotely controllable video streaming device for rapid, mobile or temporary deployments.

22.2 m-View mobile and MAVEO video streaming includes the following software:

- (a) m-View Broadcaster - which captures, compresses and streams the video footage via a wireless internet connection;
- (b) m-View Server - which receives, processes and routes sound and vision to multiple users to view; and
- (c) m-View Viewer - which allows users to access and manage video streams.

m-View mobile and MAVEO video streaming licence options

22.3 The following options are available:

Licence	Includes:
m-View Mobile	<ul style="list-style-type: none"> • an m-View Mobile licence • an m-View Hosted Account • Account set-up • Online Training

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	<ul style="list-style-type: none"> • Usage analysis monthly report • User support via phone and email relating to activation and use of m-View Mobile.
MAVEO Managed Service	<ul style="list-style-type: none"> • an m-View Hosted Account • Account set-up • Online Training • User support via phone and email on activation and use of MAVEO devices.

What do you need to access m-View mobile and MAVEO video streaming?

22.4 To use m-View mobile and MAVEO video streaming you will need to:

- (a) purchase:
 - (i) the MAVEO devices from us if you select the MAVEO Managed Service licence; or
 - (ii) from us, or supply your own, compatible mobile handsets if you select the m-View Mobile licence. A list of the current compatible mobile handsets can be found at www.telstra.com or www.momentumgroup.com.au; and
- (b) purchase the m-View Mobile or MAVEO Managed Service licence from us for each mobile handset and each MAVEO device that you intend to use in connection with m-View mobile and MAVEO video streaming service.

22.5 You will need to ensure your network access is configured for use with the m-View mobile and MAVEO video streaming service.

22.6 You must separately acquire from us a mobile data plan for each mobile device and MAVEO device. We cannot provide m-View mobile and MAVEO video streaming on a particular handset or MAVEO device if you do not have a mobile data plan. It is your responsibility to choose and maintain your mobile data plan separately. The terms (including fees and charges) for your mobile data plan are separate from and in addition to the terms (including fees and charges) for your m-View mobile and MAVEO video streaming service.

Term

22.7 You can take the m-View Mobile licence on a casual (i.e. month to month) basis.

22.8 Your m-View mobile and MAVEO video streaming service starts when we first supply any part of your m-View mobile and MAVEO video streaming service to you and will continue for a term that you agree with us.

22.9 After the agreed term, your m-View mobile and MAVEO video streaming service will continue on a month-to-month basis.

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Eligibility

22.10 m-View mobile and MAVEO video streaming is not available to Telstra Wholesale customers or for resale.

Acceptable use and Terms of Use

22.11 You have to do what we reasonably tell you to do relating to your use of m-View mobile and MAVEO video streaming, including complying with our Acceptable Usage Policy (as we vary it from time to time).

22.12 Your use of the m-View mobile and MAVEO video streaming service is subject to you accepting Momentum's Terms of Use, which are set out in your application form.

22.13 You acknowledge that by using the m-View mobile and MAVEO video streaming service you will be bound by the Terms of Use.

Your responsibilities

22.14 You will need to meet minimum technical requirements, details of which we can provide on request, and which can be found at www.telstra.com.

22.15 The m-View mobile and MAVEO video streaming service utilises standard protocols including for transmission of video over the internet, but the ability of video to pass through your firewall will be dependent on your network settings. Your Telstra representative can provide information on firewall settings however you are responsible for ensuring you network is configured so it is compatible with your network.

22.16 You will be able to monitor your m-View or MAVEO video streaming usage levels via the Momentum web portal, and will be provided with an email update on your m-View or MAVEO video streaming usage levels once each month.

Training, Integration and professional services

22.17 It is your responsibility to purchase the mobile handsets from us or a third party, and if relevant, MAVEO devices from us, and ensure that the m-View mobile and MAVEO video streaming software and hardware is properly installed and configured with your network.

22.18 We do not provide training, integration or other professional services in relation to the m-View mobile and MAVEO video streaming service.

22.19 If you would like to engage Momentum to provide training, integration or other professional services, we may take orders for such services on behalf of Momentum. The terms, including pricing, for such professional services are set by Momentum and will be advised by Momentum at the time you request such services.

22.20 We are not responsible for any training, integration or other professional services provided by Momentum.

22.21 If you ask us, and if we agree, we may include in our bill to you the charges for any training, integration or other professional services provided by Momentum. You

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acknowledge and agree that you are purchasing such services from Momentum and Telstra is providing billing services only. We bear no liability in respect of those training, integration or other professional services.

What equipment do we provide?

22.22 You may purchase the following MAVEO devices from us:

Device	Description
– MAVEO Monitoring	a wireless CCTV option that is suitable for temporarily deployed monitoring, or CCTV deployments where fixed data lines are not available.
– MAVEO Portable	a portable monitoring kit that is packaged in a hard-case and designed to be quickly deployed for surveillance or incident response.
– MAVEO Auto	for in-vehicle deployments. Includes ruggedized PC, Cables, wide angle camera

Delivery of equipment

22.23 It is your responsibility to arrange for delivery of any equipment you purchase from us. You must pay for that delivery separately and in addition to the cost of the equipment you purchase from us.

22.24 If you ask us and we agree, we can arrange for Momentum to deliver any equipment you purchase from us. Momentum will quote you separately for the delivery charges based on your location, and will deliver the equipment to your premises during standard business hours (8am to 6pm) on a business day. Momentum will try to tell you of any delays in delivering the equipment.

22.25 If you have any special delivery requests, Momentum will try to meet them. However, any such requests may incur additional charges that we will advise you of.

22.26 If you choose a party other than Momentum to deliver any equipment you purchase from us, you must arrange for the equipment to be collected:

- (a) from Momentum's premises or a location otherwise notified to you by Momentum;
- (b) within 2 business days of being notified that the equipment is ready for collection; and
- (c) between the hours of 10am and 4pm AEST on business days.

You acknowledge that if you fail to comply with the above, Momentum will arrange for your equipment to be delivered at your cost.

Ownership of equipment

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22.27 All responsibility and risk in the equipment passes from us to you when Momentum delivers it, or, if you arrange for your own delivery, when the equipment is collected from Momentum's premises.

22.28 You will own the equipment once you pay us all the applicable equipment charges.

Limited Warranty

22.29 In addition to your rights implied at law which cannot be excluded, if the MAVEO device becomes defective during the first 12 months of your minimum term we will repair or replace the MAVEO device within a reasonable period of being asked to do so.

Monthly charges

22.30 We charge you the following monthly charges based on your chosen licence option for your m-View mobile and MAVEO video streaming service:

Plan	Price per month (GST excl.)
m-View Mobile (casual)	\$45.00
m-View Mobile (24 month minimum term) – only applies to licences acquired before 02/11/12)	\$35.00
MAVEO (24 month minimum term) – only applies to licences acquired before 02/11/12)	\$220.00

Equipment charges

22.31 If you purchase equipment from us, we charge you the m-View mobile and MAVEO video streaming equipment charges set out in your application form. Those charges do not include the cost of delivery.

Cancelling your m-View mobile and MAVEO video streaming service

22.32 If either your m-View mobile and MAVEO video streaming service or your mobile data plan is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately.

22.33 In addition to any other rights of cancellation we may have, we may cancel your m-View mobile and MAVEO video streaming service (or any part of it) at any time after the agreed term of your service by telling you in writing one month beforehand.

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22.34 In addition to any other rights of cancellation you may have, you may cancel your m-View mobile and MAVEO video streaming service at any time after the agreed term of your service (if applicable) by giving us 30 days written notice.

Early Termination Charge

22.35 If during the minimum term your m-View mobile and MAVEO video streaming service is cancelled for any reason other than for our material breach, we may charge you an amount calculated as follows:

(a) if you cancel within the first 12 months of your minimum term:

$$A \times 12 \times 100\%$$

(b) if you cancel after the first 12 months of your minimum term:

$$A \times B \times 100\%$$

Where:

“A” = the average Service charges paid or payable each month by you for your m-View mobile and MAVEO video streaming up to the date of cancellation.

“B” = the number of months (or part of a month) remaining in the minimum term.

You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

Suspending your m-View mobile and MAVEO video streaming

22.36 We can suspend your m-View mobile and MAVEO video streaming service (or any part of it) immediately, if we believe on reasonable grounds that your service is being used contrary to our Acceptable Usage Policy.

22.37 We can cancel your m-View mobile and MAVEO video streaming service by telling you in writing if it has been suspended continuously for at least 30 days (including the day it was first suspended).

Service restoration

22.38 If your m-View mobile and MAVEO video streaming service is disrupted we will aim (but do not guarantee) to repair and restore your m-View mobile and MAVEO video streaming service in accordance with the timeframes and terms set out below:

Service Incident			
Severity level	Response Times	Update Frequency	Restoration Times
1 (Critical)	15 min	1 hour	2 hours
2 (Major)	30 min	2 hours	8 hours
3 (Minor)	1 hour	8 hours	2 business days

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Service Request			
Request Type	Description	Response	Restoration
MAC	User or Device Add/Change/ Delete	1 hour	1 business day
Security	Password Reset	15 mins	30 mins
How To / RFI	Information Request	1 hour	3 business days

The timeframes set out above commence from the time the disruption is notified to our help desk. If a disruption becomes apparent or is notified outside the help desk hours (as set out in clause 22.41 below), the time frames commence from the start of the next business day.

m-View mobile and MAVEO video streaming Availability

22.39 We will aim (but do not guarantee) to provide m-View mobile and MAVEO video streaming availability of at least 97%. m-View mobile and MAVEO video streaming availability is calculated as the number of hours for which the Service is available in that month in accordance with the following formula:

$$((Scheduled\ Time - (Downtime - Excusable\ Downtime)) \times 100) / Scheduled\ Time$$

Where:

Scheduled Time in a month means the number of hours specified as hours during which the Service is scheduled to be available.

Downtime means the number of hours during Scheduled Time in that month during which the Service is not available.

Excusable Downtime is any scheduled maintenance or planned outage period; any unavailability of the Service caused by a defect, error or malfunction in any item of hardware, software, configuration or service, and communications not within our control; and any unavailability of the Service caused by an event beyond our reasonable control.

Help Desk

22.40 Momentum will operate a helpdesk that you may contact for support in relation to your use of your m-View mobile and MAVEO video streaming. This helpdesk will operate between the hours of 9am to 6.00pm (AEST) on business days and can be contacted by phone on 1300 703 199

Special meanings

22.41 The following words have the following special meanings:

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business day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located;

Momentum means Momentum Technologies Services Pty Limited;

Severity level 1 (Critical) means a disruption to your m-View mobile and MAVEO video streaming service which means that your core business functions, as made available through the m-View mobile and MAVEO video streaming service, cannot be fulfilled;

Severity level 2 (Major) means a disruption to your m-View mobile and MAVEO video streaming service that prevents any of your end users from doing their normal daily work; and

Severity level 3 (Minor) means a disruption to your m-View mobile and MAVEO video streaming service that prevents the completion of necessary but not urgent work.

23 Telstra Mobile Connect Solution

What is the Telstra Mobile Connect Solution?

23.1 Our Telstra Mobile Connect Solution ("**TMCS**") allows eligible business customers with:

- (a) devices which are properly configured and certified by us as compatible with TMCS ("**devices**");
- (b) compatible business application software with a valid SSL server certificate, and any other software necessary to run such software ("**SSL business application software**"); and
- (c) any other software, licences and hardware required to use the SSL Business Services,

to:

- (d) send and receive data on the SSL business application software over SSL, including allowing them to send email ("**SSL Business Services**"); and
- (e) access the internet on the devices.

Availability and set up

23.2 We supply the TMCS for use by you for business purposes and you must use the TMCS predominantly for business purposes. You must have an Australian Business Number and an Australian billing address.

23.3 You can only use the TMCS if you:

- (a) have a device for each intended service;

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- (b) connect (and keep connected) each intended service to:
 - (i) a Telstra Mobile Connect Plan ("TMCP"); and
 - (ii) either the Mobile Connect Voice Plan or an Eligible Mobile Voice Plan;
- (c) have, and can run, the SSL business application software (including having all necessary server and client access licences);
- (d) satisfy other minimum system, hardware, software and licence requirements as advised by us.

23.4 Your SSL business application software must:

- (a) be connected to the internet;
- (b) be configured to the settings (if any) required to access an eligible device; and
- (c) have an appropriate SSL certificate installed.

23.5 You must set up your SSL business application software so that all data transmitted to a device through such software is encrypted. Any such data that is not encrypted will not be recognised as SSL business Services and will count towards your monthly mobile internet data allowance.

23.6 The TMCS is not compatible with pre-paid mobile plans.

23.7 It is your responsibility to purchase, install and configure all software & licences to work with the SSL Business Service.

Voice Plan

23.8 You must, in addition to the TMCP, have an Eligible Mobile Voice Plan connected to each intended service.

23.9 For the purposes of the TMCS, an Eligible Mobile Voice Plan is any post paid voice plan available to our business customers that have a valid Australian Business Number.

23.10 We will automatically connect a service to the Mobile Connect Voice Plan (described below) if you fail to elect an Eligible Mobile Voice Plan for that service.

23.11 There are additional licence terms which apply to your use of the TMCS. These terms are described in more detail under "Additional Terms" below.

Support

23.12 If you connected to a TMCP before 1 June 2011, we will operate a helpdesk for all Microsoft ActiveSync services connected to a TMCP, subject to clause 23.14. If you connect to TMCP on or after 1 June 2011 then we will operate a helpdesk to support eligible devices connected to a TMCP.

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- 23.13 This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation to your TMCS. The helpdesk will operate twenty four hours a day, seven days a week. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.
- 23.14 Support services will not be provided in relation to faults or problems with your Microsoft Exchange software which are not related to your ActiveSync Services nor in relation to SSL Business software.

Contract term

- 23.15 If you purchase a device for a service at a subsidised price, you can select a 24 month TMCP with a device, as determined by us, at a subsidised price (“**Mobile Connect Plan with Device**”).

At the end of your 24 month contract term, the service will continue on the same Mobile Connect Plan with Device and, if applicable, the Mobile Connect Voice Plan, on a month to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

- 23.16 If you purchase a device for a service outright, you can select for that service:
- (a) a 24 month TMCP service only (“**Mobile Connect SIM Only Plan**”); or
 - (b) a month to month TMCP service only (“**Mobile Connect SIM Only Casual Plan**”).

At the end of your 24 month contract term, the service will continue on the same Mobile Connect SIM Only Plan and, if applicable, the Mobile Connect Voice Plan, on a month to month basis in accordance with these Our Customer Terms and our agreement (if applicable).

- 23.17 If a 24 month TMCP is no longer available to new customers at the end of the contract term for any service connected to that plan, we may transfer the service to any other current plan which is reasonably comparable. We will tell you before this happens.

Cancelling or moving from a TMCP

- 23.18 If you have connected a service to a Mobile Connect Plan with Device and you cancel or move from the Mobile Connect Plan with Device for that service (including if you move to another TMCP), before the end of your 24 month contract term, you will be deemed to have cancelled your Mobile Connect Plan with Device and, if applicable, your Mobile Connect Voice Plan, and will be liable to pay us an ETC for the Mobile Connect Plan with Device as set out below.
- 23.19 If you have connected a service to a Mobile Connect SIM Only Plan and you cancel or move from the Mobile Connect SIM Only Plan for that service (including if you move to another TMCP but other than when moving to a Mobile Connect Plan with Device through Telstra’s direct channel and restart the contract term), before the end of your 24

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month contract term you will be deemed to have cancelled your Mobile Connect SIM Only Plan and, if applicable, your Mobile Connect Voice Plan, and will be liable to pay us an ETC for the Mobile Connect SIM Only Plan as set out below.

23.20 If you cancel your Mobile Connect Voice Plan or Eligible Mobile Voice Plan connected to any of your services and do not move your service to another Eligible Mobile Voice Plan, the TMCP for that service will also be automatically cancelled and relevant ETC must be paid (if any) for any Eligible Mobile Voice Plan and the applicable TMCP.

23.21 You may cancel a TMCP connected to any of your services at any time, subject to you paying the applicable ETC (if any) under the relevant TMCP. You do not have to pay the ETC if your cancellation is a result of our material breach.

23.22 If you cancel a TMCP (other than as a result of our material breach), we will not refund or waive any fees or charges already paid or incurred by you (including the TMCP Monthly Fee for the month in which you cancel the plan) except for fees or charges paid by you otherwise on account or in advance for services which have not been provided.

23.23 Without limiting any right of ours as set out in Our Customer Terms and our agreement (if applicable), if we reasonably believe that any service connected to a TMCP:

- (a) is not being used for the purposes for which the TMCS is provided;
- (b) has breached our [FairPlay Policy](#); or
- (c) has breached the terms of Our Customer Terms or our agreement (if applicable),

we may:

- (d) disconnect or suspend the service, including any Mobile Connect Voice Plan or Eligible Mobile Voice Plan service; and
- (e) cancel the TMCP and, if applicable, any Mobile Connect Voice Plan to which the service is connected.

If we disconnect or suspend any service in these circumstances, you will continue to be charged and will continue to be liable for all fees and charges (including the Monthly Fees) set out below for the TMCP and, any Mobile Connect Voice Plan or Eligible Mobile Voice Plan to which the service is connected.

Early Termination Charges and administration fees

23.24 The amount payable as an ETC for termination of a TMCP is calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24} \text{ (GST incl)}$$

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Where the Base ETC Amount is as set out below:

Plan	Monthly Fee (incl GST)	Base ETC Amount (incl GST)
Mobile Connect Plan with Device - Premium	\$69.95	\$1058
Mobile Connect Plan with Device - Standard	\$59.95	\$1058
Mobile Connect Plan with Device - Basic	\$49.95	\$645
Mobile Connect SIM Only Plan	\$29.95	\$244

23.25 You agree that the ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Fees and charges for Mobile Connect Plan with Device

23.26 For a Mobile Connect Plan with Device, the Monthly Fee is set out below.

Plan	GST excl.	GST incl.
Mobile Connect Plan with Device - Premium	\$63.59	\$69.95
Mobile Connect Plan with Device - Standard	\$54.50	\$59.95
Mobile Connect Plan with Device - Basic	\$45.41	\$49.95

23.27 The Monthly Fee for the Mobile Connect Plan with Device is for:

- (a) SSL Business Services when the device is used on our Next G[®] network in Australia through port 443, or when any data is sent or received by the device on our Next G[®] network in Australia over the Telstra IP Wireless private APN (telstra.corp). This data usage will be reduced to a speed of 256kbps after 3GB of data usage per service month (we will notify you when this occurs); and
- (b) 2GB of data of internet usage per month per service to and from the device when the device is used on our Next GTM network in Australia.

23.28 The Monthly Fee for the Mobile Connect Plan with Device does not cover, and additional fees will apply for:

- (a) SSL Business Services and internet usage to and from the device when a device is roaming overseas;

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- (b) internet usage for a service in any month which exceeds 2GB, on a PAYG basis at a rate set out below;

Pay-as-you-go	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	9¢	10¢

When calculating data volumes:

- (i) 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;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) your Mobile Connect Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which are used on a handset other than those expressly included as set out above.

Data plans with SIM/Service only

23.29 The Monthly Fee for a TMCP SIM Only, is set out below.

TMCP SIM Only	GST excl	GST incl
Mobile Connect SIM Only Casual Plan	\$36.31	\$39.95
Mobile Connect SIM Only Plan	\$27.93	\$29.95

23.30 The Monthly Fee for any Mobile Connect SIM Only Plan and Mobile Connect SIM Only Casual Plan is for:

- (a) SSL Business Services when the device is used on our Next G[®] network in Australia through port 443, or when any data is sent or received by the device on our Next G[®] network in Australia over the Telstra IP Wireless private APN (telstra.corp). This data usage will be reduced to a speed of 256kbps after 3GB of data usage per month per service (we will notify you when this occurs); and
- (b) 2GB of internet usage per month per service to and from the device when the device is used on our Next GTM network in Australia.

23.31 The Monthly Fee for a Mobile Connect SIM Only Plan and Mobile Connect SIM Only Casual Plan does not cover, and additional fees will apply for:

- (a) SSL Business Services and internet usage to and from a device when a device is roaming overseas;
- (b) internet usage for a service in any month which exceeds 2GB, on a PAYG basis at a rate set out below;

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Pay-as-you-go	GST excl	GST incl
For each megabyte (charged per kilobyte (or part))	9¢	10¢

When calculating data volumes:

- (i) 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;
 - (ii) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).
- (c) your Mobile Connect Voice Plan or Eligible Mobile Voice Plan; and
- (d) any other services or applications (whether from us or not) which is used on a device other than those expressly included as set out above.

Mobile Connect Voice Plan

23.32 If you fail to elect an Eligible Mobile Voice Plan to apply in relation to a service connected to a TMCP, we will automatically connect the service to the Mobile Connect Voice Plan.

23.33 If we connect a service to the Mobile Connect Voice Plan, we will charge you the following for the Mobile Connect Voice Plan for that service. The Mobile Connect Voice Plan is a default voice plan which allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Mobile Connect Voice Plan is not available as a stand alone service. Subject to this section, the terms applying to your Mobile Connect Voice Plan are set out in other parts of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Mobile Connect Voice Plan (business and government customers [click here](#)).

Mobile Connect Voice Plan	GST excl	GST incl
Network Access Charge	Nil	Nil
Connection fee per call	22.72¢	25¢
Charges for calls to an Australian fixed or mobile number – per 30 second block or part thereof	45.45¢	50¢
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		

23.34 In addition, for your Mobile Connect Voice Plan, we will charge you for SMS and MMS in accordance with the Telstra Mobile section of Our Customer Terms.

Part G – Data Services

International roaming is not included

- 23.35 Fees and charges in connection with any use of a device (including for SSL Business Services) whilst the device is roaming overseas are NOT covered by the monthly fee for a TMCP.
- 23.36 Fees and charges in connection with any use of devices connected to a TMCP whilst roaming overseas, are set out in the [Part I – Heading Overseas \(International Roaming\) section of Our Customer Terms](#). Use of such device whilst roaming overseas will be charged in accordance with Part 1, or if it is not applicable, at the Our Customer Terms rates of the network you are using. We do not, except as set out in the Part I – Heading Overseas (International Roaming) section of Our Customer Terms, make any representation as to the charges or fees in connection with any use of the device whilst roaming overseas.

Additional terms

- 23.37 You acknowledge that the TMCS is not fault-tolerant and is not designed, manufactured or intended for use with on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the service could lead directly to death, personal injury, or severe physical, property or environmental damage ("**high risk activities**"). To the extent permitted by law, we, and our suppliers and contractors, expressly disclaim any express or implied conditions or warranty or statutory guarantee of the TMCS for high risk activities.
- 23.38 You agree to our rights under our Privacy Statement. In addition, you permit us to disclose to our suppliers and contractors all data generated or collected by or for us in connection with our agreement with you, your application for or use of TMCS or your use of services otherwise provided by us to you ("**Your Information**").
- 23.39 We will take reasonable steps to ensure that our suppliers and contractors keep Your Information confidential and use it in accordance with applicable privacy laws.
- 23.40 Our suppliers and contractors may use Your Information, and disclose Your Information to suppliers or contractors that they engage, under appropriate terms of confidentiality and data handling obligations for the purposes of:
- (a) assisting with the provision of the services provided under a TMCP;
 - (b) determining payment obligations, verifying compliance with licensing requirements, determining channel incentives, and for internal reporting; and
 - (c) in response to lawful requests from law enforcement authorities.

General

- 23.41 You must ensure each device connected to a TMCP, our services and our networks are used in accordance with our Acceptable Use Policy available www.telstra.com.

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- 23.42 Without limiting any other right we may have, we may terminate the access of any service connected to a TMCP to our networks if the use of it adversely impacts the operation and/or other customers' enjoyment of our network or if you or any service connected to a TMCP breaches a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms business and government customers [click here](#)). We will tell you before this happens.
- 23.43 If any regulatory consent or exemption that we require to provide the TMCS to you is not extended or is cancelled or withdrawn, we may terminate our agreement with you. We will tell you before this happens.

24 Telstra Mobile Broadband General Terms

For new connections on and from 27 November 2012

What is Telstra Mobile Broadband?

- 24.1 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 includes a Telstra certified USB, a 3G or 4G enabled tablet or laptop, Telstra Mobile Wi-Fi or gateway device.
- 24.2 This clause applies to you if you access the Telstra Mobile Broadband service under these terms.
- 24.3 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 24.4 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.
- 24.5 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.
- 24.6 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

- 24.7 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit www.telstra.com/mobilebbcoverage.
- 24.8 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

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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.

- 24.9 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

- 24.10 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 1800 MHz band.
- 24.11 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 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.
- 24.12 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 www.telstra.com). 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.
- 24.13 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.
- 24.14 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 telematics application or service which links two or more systems or devices with a mobile data connection.

- 24.15 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.

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The Telstra Mobile Wi-Fi 4G device can receive SMS only.

- 24.16 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.
- 24.17 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

- 24.18 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for any of the below services:
- (a) 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

- 24.19 Only 3G International Roaming services are currently available with a Telstra mobile broadband 4G device.

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](#).)

25 Telstra Mobile Broadband - Share Plans

For new connections on and from 27 November 2012

- 25.1 Telstra Mobile Broadband Share Plans allow you to share included data allowances between eligible services on the same account. The Telstra Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Telstra Mobile Broadband Business service (“**Capable Device**”) to access data over Telstra’s mobile broadband network. A Capable Device includes a Telstra certified USB, laptop, Telstra Mobile Wi-Fi or gateway device.

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25.2 Clause 24 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband Share Plan service.

Share Plans

25.3 There are three types of Telstra Mobile Broadband Share Plans (“**Share Plans**”):

(a) 12 or 24 month TMB Share Member Plans (“**Share Member Plans**”);

(b) 12 or 24 month Embedded Share Plans (“**Embedded Share Plans**”); and

(c) Monthly TMB Share Casual Plans (“**Share Casual Plans**”).

25.4 The Share Member Plans includes two subtypes:

(a) The BYO Plan, if you acquire only a SIM (“**Share Member BYO Plan**”); or

(b) The 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 [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#) (“**Share Member MRO Plan**”).

25.5 Embedded Share Plans are only available with eligible laptop devices purchased on MRO through selected Telstra Business partner channels.

Eligibility

25.6 Share Plans are only available with a default Telstra Data Default Voice Plan (“**Eligible Voice Plan**”) and the voice call and SMS rates set out in the charging tables below will apply.

Data Use

25.7 You may use the monthly kilobytes included in your Share Plans to access data 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).

25.8 For Share Plans customers connected to the Telstra TMB Default Voice Plan, the voice and SMS rates (if applicable) are set out in the charging tables at clauses 25.49, 25.500 and 25.511.

Sharing Data

25.9 The included data allowance available on the Share Plans may only be shared between other users on the same account who have at least one of the following Telstra Business Services: Telstra Business Mobile Advantage Plan, Telstra Mobile Broadband Business Share Plan or Embedded Share Plan (“**Eligible Services**”).

25.10 Share Plans allow you to access data over the Telstra Next G network and share the monthly included data allowance between all Eligible Services on the same account.

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- 25.11 Telstra Mobile Broadband Business Share Plans connected prior to 2 August 2011 are not compatible with the Share Plans set out in this clause 26.
- 25.12 The data allowance on Eligible Services will contribute to the shared data allowance available on your account (“**Shared Data Allowance**”). Share Data Allowance can only be used by Eligible Services on the same account. Services other than the Eligible Services that are connected to the same account as a Share Plan will not contribute to the Share Data Allowance and cannot use the Share Data Allowance.
- 25.13 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.
- 25.14 If you cancel any service connected to your Share Plan, any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.
- 25.15 Any included monthly kilobytes in your Shared Data Allowance which remain unused at the end of each month will not roll over into the next month.

Share Plan charges

- 25.16 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, you must pay us the excess charges up to an excess cap amount of \$500 per month per service (“**Excess Cap**”). 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; and
 - (d) any applicable early termination charge (“**ETC**”) as set out in clause 25.244; and
 - (e) any applicable MRO charges or repayments.
- 25.17 Each Share Plan and all services related to the Share Plan will be billed on a Single Bill.

Pro-rata on connection

- 25.18 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.

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Changes to Eligible Services connected to Share Plans

25.19 If an Eligible Service connected to a Share Plan is moved to another eligible Share Plan in between billing cycles:

- (a) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Share Plan account;
- (b) if the amount of data used by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance of the original Share Plan account will be the amount used by the Eligible Service;
- (c) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance of the original Share Plan account for the applicable month;
- (d) in the event of an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the new total Shared Data Allowance and can be used by all Eligible Services connected to the new Share Plan account (it will not be pro-rated);
- (e) monthly charges associated with the Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Share Plan is connected; and
- (f) any ETC will apply as set out in this section below.

Transferring Share Plans

25.20 If an Eligible Service is added to a Share Plan and connected to the same account in between billing cycles:

- (a) the data allowance from that Eligible Service will be added in full to the total Shared Data Allowance and can be used by all Eligible Services connected to the account (it will not be pro-rated); and
- (b) the monthly charge associated with the new Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Eligible Service is connected.

25.21 If an Eligible Service connected to a Share Plan is transferred to an account that is not connected to the Share Plan in between billing cycles:

- (a) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the total Shared Data Allowance;

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- (b) if the amount of data consumed by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance will be the amount contributed by the Eligible Service;
- (c) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance; and
- (d) the monthly charge associated with the Eligible Service will be pro-rated from when it is transferred from the Share Plan account.

Changing your Share Plan

25.22 We may allow you to change your Monthly Service Fee or move to another Share Plan or TMB Business Plan during your minimum term. The terms applying to these changes are set out in the table below. If you move a service from a Share Plan to a non-Share Plan that service will no longer contribute to the shared data allowance on the account:

Change	Terms
TMB Share Member or Embedded Share Plan to TMB Business Member, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with the same minimum contract term	
If you move from a TMB Share Member or Embedded Share Plan to TMB Business Member, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with the same contract minimum term and a higher plan value.	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 you move from a TMB Share Member or Embedded Share Plan to TMB Business Member, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with the same contract minimum term and a lower plan value.	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 early termination charge.
TMB Share Member Plan 24 month or Embedded Share Plan 24 month to TMB Business Member 12 month Plan, Embedded Plan 12 month, Embedded Share Plan 12 month or TMB Share Member 12 month Plan.	
If you move from a TMB Share Member Plan 24 month or Embedded Share Plan 24 month to TMB Business Member 12 month Plan, Embedded Plan 12 month, Embedded Share Plan 12 month or TMB Share Member 12 month Plan with lower or higher plan value	<p>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 an early termination charge and a \$50 Administration Fee.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>

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TMB Share Member Plan 12 month or Embedded Share Plan 12 month to TMB Business Member 24 month Plan, Embedded Plan 24 month, Embedded Share Plan 24 month or TMB Share Member 24 month Plan.	
If you move from a TMB Share Member Plan 12 month or Embedded Share Plan 12 month to TMB Business Member 24 month Plan, Embedded Plan 24 month, Embedded Share Plan 24 month or TMB Share Member 24 month Plan. with lower or higher plan value	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 an early termination charge and a \$50 Administration Fee. You will also need to pay the balance of your MRO charge (if applicable).
TMB Share Member Plans or Embedded Share Plan to Monthly TMB Business Casual or Monthly TMB Share Casual Plans	
If you move from a TMB Share Member Plan or Embedded Share Plan to a Monthly TMB Business Casual Plan or Monthly TMB Share Casual Plan with a higher Monthly Service Fee.	You will need to pay an early termination charge.
If you move from a TMB Share Member Plan or Embedded Share Plan to a Monthly TMB Business Casual Plan or Monthly TMB Share Casual Plan with a lower Monthly Service Fee.	You will need to pay an early termination charge and pay a \$50 Administration Fee.
TMB Standard Plans to TMB Business Member Plans, Embedded Plan, Embedded Share Plan or TMB Share Member Plans	
If you move from a TMB Standard Plan to a TMB Business Member Plan, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with a higher Monthly Service Fee.	You will need to restart your minimum term and pay an early termination charge.
If you move from a TMB Standard Plan to a TMB Business Member Plan, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with a lower Monthly Service Fee.	You will need to restart your minimum term and you will also need to pay an early termination charge and a \$50 Administration Fee.

Canceling Share Plans

25.23 You may cancel your Share Plan at any time and your Monthly Service Fee will be pro-rated based on your usage of your Shared Data Allowance during that month.

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25.24 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:

$$\begin{array}{l} \text{ETC payable} \\ = \\ \text{Minimum monthly spend for the Selected Share Plan} \end{array} \times \begin{array}{l} \text{Number of months (or part thereof) remaining in your minimum term} \\ \end{array} \times \begin{array}{l} 70\% \text{ (on 4GB, 8GB plans)} \\ \text{or} \\ 60\% \text{ (on 15GB plan)} \end{array}$$

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

Share Plan	12 months	24 months
	\$40 TMB Share Member Plan (4GB)	\$336.00
\$55 TMB Share Member Plan (8GB)	\$462.00	\$924.00
\$100 TMB Share Member Plan (15GB)	\$720.00	1440.00
\$45 Embedded Share Plan (4GB)	\$378.00	\$756.00
\$60 Embedded Share Plan (8GB)	\$504.00	\$1008.00
\$105 Embedded Share Plan (15GB)	\$756.00	\$1512.00

25.25 The ETC payable decreases over the life of the contract term.

25.26 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.

25.27 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.

25.28 You are not required to pay an ETC if you are on a Casual Data Plan.

Free Intra-account calls

25.29 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. 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 [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

25.30 Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to a Member Share Plan or Casual Share Plan.

TMB Share Data Packs

Part G – Data Services

- 25.31 A **Telstra Mobile Broadband Share Data Pack ("TMB Share Data Pack")** allows you to increase the Shared Data Allowance ("**Additional Data**") of your Share Plan at any time.
- 25.32 You are not eligible to add a TMB Share Data Pack to your service if you do not have a Capable Device or do not already have an existing TMB Share Plan introduced on or after August 2, 2011. If you add a TMB Share Data Pack to your Share Plan, we will charge you a fee ("**Data Pack Fee**") for the Additional Data. This Data Pack Fee is in addition to your Monthly Service Fee of your Share Plan. Set out in the table below is the Data Pack Fee for each amount of Additional Data:

Additional Data	Data Pack Fee	Excess Usage
1 GB	\$15	\$0.10
3 GB	\$30	\$0.10
8 GB	\$60	\$0.10

- 25.33 To avoid any doubt, the Additional Data of your TMB Share Data Pack is added to the monthly included kilobytes of your individual Shared Data Allowance of your Share Plan and the Shared Data Allowance on the account. Any terms and conditions that apply to the Shared Data Allowance of your Share Plan also apply to the Additional Data of your Shared Data Pack.
- 25.34 When you add a TMB Share Data Pack to your Share Plan, you will receive the full amount of the Additional Data of your TMB Share Data Pack irrespective of when the TMB Share Data Pack was added to your Share Plan. Your Data Pack Fee will be prorated based on the when your Business Data Pack was added to your Data Plan.
- 25.35 You may cancel your Shared Data Pack at any time. However, once you have added a Shared Data Pack to your Share Plan then, at the start of each billing cycle, we will continue to add the selected Shared Data Pack to your Share Plan until you tell us otherwise ("**Opt Out**").

TMB Business MRO Bonus

- 25.36 If you:
- connect to a 12 or 24 month Member Share Plan; and
 - on the same day that you connect to your Member Share Plan, you purchase an ("**Eligible Capable Device**") on a MRO as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#);
- you may be eligible to receive a MRO bonus on your bill each month ("**TMB Business MRO Bonus**").
- 25.37 An ("**Eligible Capable Device**") includes:

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- (a) Telstra USB 4G;
- (b) Telstra Mobile Wi-Fi 4G;
- (c) Telstra Ultimate Gateway;
- (d) Telstra Tablet 4G
- (e) Selected tablets that we specify as being eligible Capable Devices.

25.38 If your Member Share Plan is cancelled or you cancel your MRO, you will no longer be entitled to a TMB Business MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the TMB Business MRO Bonus varies according to the value of your Member Share Plan and the selected Eligible Capable Device.

25.39 At the end of your Share Member Plan contract term your TMB Business MRO Bonus will expire.

25.40 If you increase your Monthly Service Fee your TMB Business MRO Bonus will continue to be calculated according to your original Monthly Service Fee.

25.41 Your TMB Business MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus

At the end of your contract term

25.42 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

25.43 Share Plans are not compatible with any other Telstra offer, unless specified.

25.44 Share Plans are available until withdrawn by us.

25.45 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

25.46 If an Eligible Service connected to a Share Plan on the same account is suspended for any reason:

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- (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

- 25.47 Share Plans introduced on or after August 2, 2011 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 80% 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 80% or 100%.
- 25.48 Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#).

Part G – Data Services

Charges – Share Plans (for connections on and from 27 November 2012)

25.49 We charge you the following charges for using Telstra Mobile Broadband on the 12 or 24 month TMB Share Member Plans.

TMB Share Member Plan	\$40		\$55		\$100	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$36.36	\$40	\$50	\$55	\$90.91	\$100
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

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
- (b) 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.

Part G – Data Services

25.50 We charge you the following charges for using Telstra Mobile Broadband on the 12 or 24 month Embedded Share Plans.

Embedded Share Plan	\$45		\$60		\$105	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$40.91	\$45	\$54.55	\$60	\$95.45	\$105
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

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
- (b) 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.

Part G – Data Services

25.51 We charge you the following charges for using Telstra Mobile Broadband on the Casual Share Plans.

TMB Share Casual Plan	\$60		\$75		\$125	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$54.55	\$60	\$68.18	\$75	\$113.64	\$125
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

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
- (b) 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.

26 Telstra Mobile Broadband Business Plans

For new connections on and from 27 November 2012

26.1 You can access the Telstra Mobile Broadband Business service by taking up a TMB Business plan (kilobyte charging applies) on either a 12 or 24-month contract or a month-to-month contract (“**TMB Business Plan**”).

Part G – Data Services

26.2 Clause 24 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband Business service.

TMB Business Plans

26.3 There are three types of TMB Business Plans:

- (a) 12 or 24 month TMB Business Member Plans;
- (b) 12 or 24 month Embedded Plans; and
- (c) Monthly TMB Business Casual Plans.

26.4 The TMB Business Member Plans include two subtypes:

- (a) The BYO Plan, if you acquire only a SIM ("**Member BYO Plan**"); or
- (b) The 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 [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#) ("**Member MRO Plan**").

26.5 Embedded Plans are only available with eligible laptop devices purchased on an MRO through eligible Telstra partner channels only.

Plan charges

26.6 You must pay us:

- (a) the Monthly Service Fee for your selected TMB Business Plan;
- (b) any usage fees and charges as set out in Our Customer Terms;
(for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan)
- (c) any applicable early termination charge ("**ETC**") as set out in clause 26.144;
- (d) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an excess cap amount of \$500 per month ("**Excess Cap**"). 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; and
- (e) any applicable MRO charges or repayments.

Part G – Data Services

Data Use

- 26.7 TMB Business Plans include a monthly kilobyte component ("**Data Allowance**") for eligible data usage, and a special rate for eligible data usage in excess of the Data Allowance, both of which are set out in the charges tables at clauses 26.38, 26.39 and 26.40.
- 26.8 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 26.9 You may use the monthly kilobytes included in your TMB Business Plan to access data 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).
- 26.10 The default voice and SMS rates (if applicable) for your TMB Business Plan are set out in the charges tables at clauses 26.38, 26.39 and 26.40.

Pro-rata on connection

- 26.11 At the time your new TMB Business Plan is connected, you will receive the full amount of your Data Allowance for your chosen plan. Your Monthly Service Fee will be pro-rated based on when your plan was connected.

Changes to TMB Business Plans

- 26.12 We may allow you to change your Monthly Service Fee or move to another TMB Business Plan during your minimum term. The terms applying to these changes are set out in the table below:

Change	Terms
TMB Business Member or Embedded Plan to TMB Business Member, TMB Share Member Plan, Embedded Plan or Embedded Share Plan with same minimum contract term	
If you move from a TMB Business Member Plan or Embedded Plan to a TMB Business Member Plan, Embedded Plan, TMB Share Member Plan or Embedded Share Plan with the same minimum contract term and a higher plan value.	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. .

Part G – Data Services

<p>If you move from a TMB Business Member Plan or Embedded Plan to a TMB Business Member Plan, Embedded Plan, TMB Share Member Plan or Embedded Share Plan with the same minimum contract term and a lower plan value.</p>	<p>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 early termination charge.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>
<p>TMB Business Member 24 Month Plan or Embedded 24 Month Plan to TMB Business Member 12 Month Plan, Embedded 12 Month Plan, Embedded 12 Month Share Plan or TMB Share Member 12 month Plan.</p>	
<p>If you move from a TMB Business Member 24 Month Plan or Embedded 24 Month Plan to TMB Business Member 12 Month Plan, Embedded 12 Month Plan, Embedded 12 Month Share Plan or TMB Share Member 12 month Plan with a lower or higher plan value</p>	<p>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 an early termination charge and a \$50 Administration Fee.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>
<p>TMB Business Member 12 Month Plan or Embedded 12 Month Plan to TMB Business Member 24 Month Plan, Embedded 24 Month Plan, Embedded 24 Month Share Plan or TMB Share Member 24 Month Plan.</p>	
<p>If you move from a TMB Business Member 12 Month Plan or Embedded 12 Month Plan to TMB Business Member 24 Month Plan, Embedded 24 Month Plan, Embedded 24 Month Share Plan or TMB Share Member 24 Month Plan with a lower or higher plan value</p>	<p>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 an early termination charge and a \$50 Administration Fee.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>
<p>TMB Business Member Plans or Embedded Plan to Monthly TMB Business Casual Plans</p>	
<p>If you move from a TMB Business Member Plan or Embedded Plan to a Monthly TMB Business Casual Plan or TMB Share Casual Plan with a higher Monthly Service Fee.</p>	<p>You will need to pay an early termination charge.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>

Part G – Data Services

<p>If you move from a TMB Business Member Plan or Embedded Plan to a Monthly TMB Business Casual Plan or TMB Share Casual Plan with a lower Monthly Service Fee.</p>	<p>You will need to pay an early termination charge and pay a \$50 Administration Fee.</p> <p>You will also need to pay the balance of your MRO charge (if applicable).</p>
<p>TMB Standard Plans to TMB Business Member Plans, Embedded Plan, Embedded Share Plan or TMB Share Member Plans</p>	
<p>If you move from a TMB Standard Plans to TMB Business Member Plans, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with a higher Monthly Service Fee.</p>	<p>You will need to restart your minimum term and pay an early termination charge.</p>
<p>If you move from a TMB Standard Plan to TMB Business Member Plan, Embedded Plan, Embedded Share Plan or TMB Share Member Plan with a lower Monthly Service Fee.</p>	<p>You will need to restart your minimum term and you will also need to pay an early termination charge and a \$50 Administration Fee.</p>

Cancelling TMB Business Plans

26.13 You may cancel your TMB Business Plan at any time and your Monthly Service Fee will be pro-rated based on your usage of your Data Allowance during that month.

26.14 However, if during your contract term, you cancel your TMB Business Plan other than as a result of our material breach or we deactivate your TMB Business Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

$$\begin{array}{r}
 \text{ETC payable} \\
 = \\
 \text{Minimum monthly spend for the Selected Share Plan}
 \end{array}
 \times
 \begin{array}{r}
 \text{Number of months (or part thereof) remaining in your minimum term}
 \end{array}
 \times
 \begin{array}{r}
 70\% \text{ (on 1GB, 4GB, 8GB plans) or} \\
 60\% \text{ (on 15GB plan) or} \\
 50\% \text{ (on 25GB plans or above).}
 \end{array}$$

The maximum ETC for each TMB Business Plan is set out in the table below (GST inclusive)

Part G – Data Services

TMB Business Member Plan	TMB Business Member Plan	
	12 months	24 months
\$25 TMB Business Member Plan (1GB)	\$210.00	\$420.00
\$35 TMB Business Member Plan (4GB)	\$294.00	\$588.00
\$50 TMB Business Member Plan (8GB)	\$420.00	\$840.00
\$95 TMB Business Member Plan (15GB)	\$684.00	\$1,368.00
\$150 TMB Business Member Plan (25GB)	\$900.00	\$1,800.00
\$360 TMB Business Member Plan (60GB)	\$2,160.00	\$4,320.00
\$480 TMB Business Member Plan (80GB)	\$2,880.00	\$5,760.00
\$600 TMB Business Member Plan (120GB)	\$3,600.00	\$7,200.00
\$30 Embedded Plan (1GB)	\$252.00	\$504.00
\$40 Embedded Plan (4GB)	\$336.00	\$672.00
\$55 Embedded Plan (8GB)	\$462.00	\$924.00
\$100 Embedded Plan (15GB)	\$720.00	\$1,440.00
\$155 Embedded Plan (25GB)	\$930.00	\$1,860.00

- 26.15 The ETC payable decreases over the life of the contract term.
- 26.16 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.
- 26.17 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.
- 26.18 You don't have to pay an ETC if you are on a Casual Plan.

Free Intra-account calls

- 26.19 If you are connected to a TMB Plan with the default voice plan, you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband Business, Telstra Mobile Broadband Share or Mobile services on the same account as your TMB Business Plan.
- 26.20 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 [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to a TMB Business Plan or TMB Share Plan **TMB Business Data Packs**

- 26.21 A TMB Business Data Pack ("**TMB Business Data Pack**") allows you to increase the Data Allowance ("**Additional Data**") of your Data Plan at any time.

Part G – Data Services

26.22 You are not eligible to add a TMB Business Data Pack to your service if you do not have a Capable Device or do not already have an existing TMB Business Plan.

26.23 If you add a TMB Business Data Pack to your TMB Business Plan, we will charge you a fee ("**Data Pack Fee**") for the Additional Data. This Data Pack Fee is in addition to the Monthly Service Fee of your TMB Business Plan. Set out below is a table outlining the Data Pack Fee for each amount of Additional Data:

Additional Data	Data Pack Fee	Excess Usage
1 GB	\$15	\$0.10
3 GB	\$30	\$0.10
8 GB	\$60	\$0.10

26.24 To avoid any doubt, the Additional Data of your TMB Business Data Pack is added to the monthly included kilobytes of your Data Allowance of your TMB Business Plan. Any terms and conditions that apply to the Data Allowance of your TMB Business Plan also apply to the Additional Data of your TMB Business Data Pack.

26.25 When you add a TMB Business Data Pack to your TMB Business Plan, you will receive the full amount of the Additional Data of your Business Data Pack irrespective of when the TMB Business Data Pack was added to your TMB Business Plan. Your Data Pack Fee will be pro-rated based on when your TMB Business Data Pack was added to your TMB Business Plan.

26.26 You may cancel your TMB Business Data Pack at any time. However, once you have added a TMB Business Data Pack onto your TMB Business Plan then, at the start of each billing cycle, we will continue to add the selected TMB Business Data Pack to your TMB Business Plan, until you tell us otherwise ("**Opt Out**").

TMB Business MRO Bonus

26.27 If you:

- (a) connect to a 12 or 24 month Business Member Plan; and
- (b) on the same day that you connect to your Business Member Plan, you purchase an "**eligible Capable Device**" on an MRO as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#);

you may eligible to receive an MRO bonus on your bill each month ("**TMB Business MRO Bonus**").

Part G – Data Services

26.28 An ("**eligible Capable Device**") includes:

- (a) Telstra USB 4G;
- (b) Telstra Mobile Wi-Fi 4G;
- (c) Telstra Ultimate Gateway;
- (d) Selected tablets that we specify as being eligible Capable Devices.

26.29 If your TMB Business Member Plan is cancelled or you cancel your MRO, you will no longer be entitled to a TMB Business MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the TMB Business MRO Bonus varies according to the value of your TMB Business Member Plan and the selected eligible Capable Device.

26.30 At the end of your TMB Business Member Plan term your TMB Business MRO Bonus will expire.

26.31 If you increase your Monthly Service Fee your TMB Business MRO Bonus will continue to be calculated according to your original Monthly Service Fee.

26.32 Your TMB Business MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus.

26.33 The TMB Business MRO Bonus is not available for Casual Plans or the Member BYO Plan.

At the end of your contract term

26.34 At the end of your contract term, your service will remain on your selected TMB Business Plan on a month to month basis. If that TMB Business 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 TMB Business Plan, you may terminate that TMB Business Plan by giving us notice and without being charged an ETC.

Availability

26.35 TMB Business Plans are not available with non Mobile Broadband devices including telemetry devices and mobile phones..

26.36 TMB Business Plans are available until withdrawn by us.

Part G – Data Services

26.37 You may use the Telstra Mobile Broadband Business service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra Mobile Broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet APN you will not be logged out due to data transmission inactivity.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

Charges Data Plans - for connections on and from 27 November 2012

26.38 We charge you the following charges for using the Telstra Mobile Broadband service on the 12 or 24 month Member Plans.

TMB Business Member Plan	\$25		\$35		\$50		\$95		\$150		\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	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 Service Fee	\$22.73	\$25	\$31.82	\$35	\$45.45	\$50	\$86.36	\$95	\$136.36	\$150.00	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		25GB		60GB		80GB		120GB	
Fee for eligible data usage exceeding the monthly included	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢

Part G – Data Services was last changed on 2 July 2014

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

data allowance (per MB, charged per KB or part)																
	Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times															
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
	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.															

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
- (b) 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.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

26.39 We charge you the following charges for using the Telstra Mobile Broadband service on the 12 or 24 Month Embedded Plans.

Embedded Plan	\$30		\$40		\$55		\$100		\$155	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$27.27	\$30.00	\$36.36	\$40.00	\$50.00	\$55.00	\$90.91	\$100.00	\$140.91	\$155.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		25GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

Monthly Casual Plans

26.40 We charge you the following charges for using the Telstra Mobile Broadband Business service on the monthly TMB Business Casual Plans:

TMB Business Casual Plan	\$40		\$50		\$70		\$120		\$175		\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	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 Service Fee	\$36.36	\$40.00	\$45.45	\$50.00	\$63.64	\$70.00	\$109.09	\$120.00	\$159.09	\$175.00	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		25GB		60GB		80GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Part G – Data Services was last changed on 2 July 2014

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

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
- (b) 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.

Part G – Data Services

Telstra TMB Default Voice Plan

26.41 If you have suitable equipment you may use the Telstra Mobile Broadband Business service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra TMB Default Voice Plan is a default voice plan which is attached by default to your Telstra Mobile Broadband plan(s), which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. There is no additional monthly fee for the Telstra TMB Default Voice Plan. The Telstra TMB Default Voice Plan is not available as a standalone service. Subject to the next paragraph below, the terms applying to your Telstra TMB Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra TMB Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra TMB Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
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		

Pay-As-You-Go charges

26.42 Pay-As-You-Go (PAYG) is not available as a standalone service to Telstra Mobile Broadband Business customers, however, you may be charged the rates below in certain circumstances.

26.43 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

Part G – Data Services

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
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB).

Mobile Data Usage Meter Notices – TMB Business Plans

- 26.44 TMB Business 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 80% 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 80% or 100%.
- 26.45 Use of the MDUM services is subject to the terms and conditions set out in Part G (Data Services) of the Telstra Mobiles Section of Our Customer Terms.

Part G – Data Services

27 Telstra Mobile Device Management ("T-MDM") service

27.1 The Telstra Mobile Device Management ("T-MDM") service is an online web portal powered by AirWatch that allows you to manage your Telstra-approved mobile devices ("**Eligible Devices**") that have an active internet connection, either through an eligible mobile data plan (such as a GPRS, 3G or Next G[®] network connection) or through an eligible Wi-Fi connection, in both cases as approved by us from time to time ("**Eligible Service**").

27.2 You can access the T-MDM service via the T-MDM portal, which requires your end users of an Eligible Device ("**End Users**") to have an active Eligible Service.

Eligibility

27.3 To be eligible to take up the T-MDM service, you must have:

- (a) an ABN, ACN or ARBN; and
- (b) an Eligible Device connected to an Eligible Service,

("Eligible Customer").

27.4 The table below is a summary of how you may be eligible to take up the T-MDM service:

Offering	Requirements	Section
Bring Your Own Device	You must be an Eligible Customer with an existing Telstra mobile account number on a: <ul style="list-style-type: none"> (a) Telstra plan which is not approved by Telstra for use with T-MDM; or (b) a plan from a carrier other than Telstra; or (c) Wi-Fi only Eligible Device. 	27.13
Telstra Mobile Connect Solution Plan	You must be an Eligible Customer on a Telstra Mobile Connect Solution Plan.	27.23

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Offering	Requirements	Section
\$5 Bolt-on Plan	You must be an Eligible Customer on an eligible Telstra plan.	27.28
Secure Content Locker	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	27.34
Professional Software Installation	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	27.45
Onboarding Service	You must be an Eligible Customer with an existing Telstra mobile account number using T-MDM.	27.49

- 27.5 You (and your End Users) must have an Eligible Device as determined by us. Not all devices that are compatible with an Eligible Service may be an Eligible Device for the T-MDM service. Please see <http://www.telstra.com/enterpriseclassedevices> for a list of Eligible Devices.
- 27.6 Some Eligible Devices may require an End User to load a client application onto the Eligible Device before you can use the T-MDM service to manage that Eligible Device.

Sign-up process

- 27.7 To access the T-MDM portal complete and sign a 30 day trial application form with a nominated Telstra mobile account number and forward to you must get a first time login from us by contacting Telstra's Wireless Solutions Helpdesk at wireless@team.telstra.com. We will only provide the login to your nominated person(s). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to remotely manage your End Users' Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) make via your login.
- 27.8 You must change your password with reasonable regularity or when the circumstances require it (for example where your nominated representative(s) change). You are responsible for keeping your information safe by managing your own passwords and personnel who have access to the T-MDM portal. If you issue passwords to third parties,

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you are responsible for managing that process and their access to the portal. To the extent permitted under the law, we will not be responsible for security or privacy breaches related to the mismanagement of passwords by you or your nominated representative(s). We are not responsible for the actions of unauthorised third parties who access the T-MDM portal and information about you and your End Users using your passwords if you have failed to comply with this clause.

Using the T-MDM Service

- 27.9 The T-MDM service will only work when Eligible Devices are turned on and are in the Eligible Service's coverage area.
- 27.10 The available features and functions of the T-MDM service vary depending on the Eligible Device that is used. Some of the features of the T-MDM service may include allowing you to monitor devices, change settings on devices, install software on devices and send messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time. You should check the feature matrix on www.telstra.com/tmdm for details on features/functions supported by the T-MDM service.
- 27.11 You must have each End User's permission to use the T-MDM service on their Eligible Device. You and each of your individual End Users must not engage in conduct which is unlawful, fraudulent or negligent while using the T-MDM service. You are responsible for the conduct of your nominated representative(s) and each End User, or any other user, who uses the T-MDM service.
- 27.12 The T-MDM service allows you to connect to Eligible Devices using Eligible Services, but you must pay the relevant data usage charges associated with using those Eligible Services.

Bring Your Own Device

- 27.13 If you are an Eligible Customer, you can connect your Eligible Device to the T-MDM service if you have an existing Telstra mobile account number and your:
- (a) Eligible Service is a Telstra mobile data plan which is not approved by Telstra for use with T-MDM; or
 - (b) Eligible Service is a mobile data plan from a carrier other than Telstra; or

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(c) Eligible Device is Wi-Fi only,
 ("eligible BYO Device").

27.14 You connect your eligible BYO Device to the T-MDM service when you register your eligible BYO Device in the T-MDM portal. When you register your eligible BYO Device in the T-MDM portal we give you a Client Access Licence ("CAL") for that eligible BYO Device and we charge you a monthly fee for that CAL ("CAL Fee"). We will charge your CAL Fee monthly in advance.

27.15 The amount of your CAL Fee depends on the number of eligible BYO Devices that you have registered in the T-MDM portal. We determine the number of eligible BYO Devices that you have registered in the T-MDM portal on the 15th day of the previous month.

27.16 We may, without notice to you, increase or decrease the CAL Fee each month according to the number of eligible BYO devices you have registered in the T-MDM portal, in accordance with cl 27.18

27.17 If you have more than 1000 eligible BYO Devices registered in the T-MDM portal then we will charge your CAL Fee in multiples. We will only do this if this results in a lower price being charged to you. For example, if you have 3050 eligible BYO Devices registered in the T-MDM portal then we will charge you a CAL Fee of \$12,000 (for 3,000 CALs) in addition to a CAL Fee of \$250 (for 50 CALs).

27.18 We use the table below to calculate your CAL Fee:

Number of BYO Devices registered in T-MDM portal	CALs	Monthly CAL Fee excluding GST	Monthly CAL Fee, including GST
Up to 25	25	\$113.64	\$125
26-50	50	\$227.27	\$250
51-100	100	\$454.55	\$500
101-150	150	\$681.82	\$750
151-200	200	\$909.09	\$1,000
201-250	250	\$1,136.36	\$1,250
251-300	300	\$1,363.64	\$1,500

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Number of BYO Devices registered in T-MDM portal	CALs	Monthly CAL Fee excluding GST	Monthly CAL Fee, including GST
301-350	350	\$1,590.91	\$1,750
351-400	400	\$1,818.18	\$2,000
401-450	450	\$2,045.45	\$2,250
451-500	500	\$2,272.73	\$2,500
501-550	550	\$2,500.00	\$2,750
551-600	600	\$2,727.27	\$3,000
601-650	650	\$2,954.55	\$3,250
651-700	700	\$3,181.82	\$3,500
701-750	750	\$3,409.09	\$3,750
751-800	800	\$3,636.36	\$4,000
801-850	850	\$3,863.64	\$4,250
851-900	900	\$4,090.91	\$4,500
901-950	950	\$4,318.18	\$4,750
951-1000	1000	\$4,545.45	\$5,000
1001-2000	2000	\$8,181.82	\$9,000
2001-3000	3,000	\$10,909.09	\$12,000
3001-4000	4000	\$12,727.27	\$14,000
4001-5000	5000	\$13,636.36	\$15,000

27.19 Your CAL Fee will be charged to your nominated billing account.

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27.20 Your CAL Fee only covers access to the T-MDM portal. You must separately pay for any data usage fees and charges associated with the use of T-MDM and your Eligible Service.

27.21 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

27.22 You can cancel your CALs at any time by de-registering your eligible BYO Devices on the T-MDM portal.

T-MDM as part of a Telstra Mobile Connect Solution Plan

27.23 Access to the T-MDM service is available at no additional cost on a month to month basis per Eligible Device on a Telstra Mobile Connect Solution (“**TMCS**”) Plan.

27.24 You must pay separately for any data usage fees and charges associated with the use of the T-MDM service and your TMCS Plan as set out in Our Customer Terms.

27.25 For use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

27.26 If you cancel your TMCS Plan and your Eligible Device is still registered on the T-MDM portal, that Eligible Device will be treated as an eligible BYO Device as outlined in clause 27.13 above and applicable CAL Fees will apply, in addition to any other applicable fees and charges for your TMCS Plan.

27.27 If you cancel your TMCS Plan and also de-register your Eligible Device from the T-MDM portal, you will no longer be charged CAL Fees for that Eligible Device. Any other fees and charges applicable in relation to your TMCS plan will still apply.

\$5 Bolt-on Plan

27.28 You can bolt on access to the T-MDM service to your Telstra Business or Telstra Enterprise and Government post-paid mobile plan if:

- (a) you are an Eligible Customer; and
- (b) your Eligible Service is not a Telstra Mobile Connect Solution Plan.

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- 27.29 If you choose to add the \$5 Bolt-on Plan then we will charge you a monthly fee of \$5 (including GST) for each Eligible Device to which you add the \$5 Bolt-on Plan.
- 27.30 Your monthly fee only covers access to the T-MDM portal. You must pay separately for any data usage fees and charges associated with the use of T-MDM service and your Eligible Service as set out in Our Customer Terms.
- 27.31 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

- 27.32 You can cancel your \$5 Bolt-on Plan at any time on written notice to us. If you cancel your \$5 Bolt-on Plan and your Eligible Device is still registered on the T-MDM portal, that Eligible Device will be treated as an eligible BYO Device as outlined in clause 27.13 above and applicable CAL Fees will apply.
- 27.33 If you cancel your \$5 Bolt-on Plan and also de-register your Eligible Device from the T-MDM portal, you will no longer be charged CAL Fees for that Eligible Device

Secure Content Locker

- 27.34 The Secure Content Locker allows you to upload documents into the T-MDM platform and then gives Eligible Devices secure access to these documents through the T-MDM service.
- 27.35 You use the Secure Content Locker when you have an existing Telstra mobile account number and you use an Eligible Device to connect to the Secure Content Locker feature when using the T-MDM service. When you use the Secure Content Locker, we give you a Secure Content Locker Client Access Licence ("**Secure Content Locker CAL**") and we charge you a fee for that Secure Content Locker CAL ("**Secure Content Locker CAL Fee**"). We will charge your Secure Content Locker CAL Fee monthly in advance.
- 27.36 The amount of your Secure Content Locker CAL Fee depends on the number of Eligible Devices that you have using the Secure Content Locker. We determine the number of Eligible Devices that you having using the Secure Content Locker on the 15th day of the previous month.
- 27.37 If you have more than 1000 Eligible Devices using Secure Content Locker then we will charge your Secure Content Locker CAL Fee in multiples. We will only do this if this results in a lower price being charged to you. For example, if you have 3050 Eligible Devices using Secure Content Locker then we will charge you a Secure Content Locker CAL Fee of \$12,000 (for 3,000 Secure Content Locker CALs) in addition to a Secure Content Locker CAL Fee of \$250 (for 50 Secure Content Locker CALs).

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27.38 We use the table below to calculate your Secure Content Locker CAL Fee:

Number of devices using Secure Content Locker	Secure Content Locker CALs	Monthly fee for Secure Content Locker CALs, excluding GST	Monthly fee for Secure Content Locker CALs, including GST
Up to 25	25	\$113.64	\$125
26-50	50	\$227.27	\$250
51-100	100	\$454.55	\$500
101-150	150	\$681.82	\$750
151-200	200	\$909.09	\$1,000
201-250	250	\$1,136.36	\$1,250
251-300	300	\$1,363.64	\$1,500
301-350	350	\$1,590.91	\$1,750
351-400	400	\$1,818.18	\$2,000
401-450	450	\$2,045.45	\$2,250
451-500	500	\$2,272.73	\$2,500
501-550	550	\$2,500.00	\$2,750
551-600	600	\$2,727.27	\$3,000
601-650	650	\$2,954.55	\$3,250
651-700	700	\$3,181.82	\$3,500
701-750	750	\$3,409.09	\$3,750
751-800	800	\$3,636.36	\$4,000
801-850	850	\$3,863.64	\$4,250

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Number of devices using Secure Content Locker	Secure Content Locker CALs	Monthly fee for Secure Content Locker CALs, excluding GST	Monthly fee for Secure Content Locker CALs, including GST
851-900	900	\$4,090.91	\$4,500
901-950	950	\$4,318.18	\$4,750
951-1000	1000	\$4,545.45	\$5,000
1001-2000	2000	\$8,181.82	\$9,000
2001-3000	3,000	\$10,909.09	\$12,000
3001-4000	4000	\$12,727.27	\$14,000
4001-5000	5000	\$13,636.36	\$15,000

- 27.39 The Secure Content Locker CAL Fees outlined in the table above only cover access to documents stored in the T-MDM portal and made available by you to your End Users.
- 27.40 You must pay separately for any data usage fees and charges associated with the use of T-MDM service, Secure Content Locker and your Eligible Service.
- 27.41 For use of T-MDM and Secure Content Locker outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).
- To see these terms –business and government customers [click here](#)
- 27.42 You can cancel your Secure Content Locker CALs at any time by de-registering your Eligible Devices on the T-MDM portal.
- 27.43 You will receive 25GB of cloud storage included with your Content Locker that can be shared amongst your Eligible Devices. Should you require additional cloud storage for Content Locker, the following pricing applies.

Content Locker Cloud Storage	Price per annum, excluding GST. Paid in Advance	Price per annum, including GST. Paid in Advance
25GB	\$500.00	\$550

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Content Locker Cloud Storage	Price per annum, excluding GST. Paid in Advance	Price per annum, including GST. Paid in Advance
50GB	\$909.09	\$1,000
100GB	\$1,636.36	\$1,800
500GB	\$7,272.72	\$8,000
1TB	\$11,818.18	\$13,000

27.44 At the end of 12 months, the cloud storage will be automatically renewed and you will be charged for another 12 months in advance. Should you not wish for the storage to be renewed you can contact Telstra and the storage will be removed and all documents and content will be deleted. It is your responsibility to make copies of any documents and content before Telstra removes the storage.

Professional Software Installation

27.45 The Secure Email Gateway and Mobile Access Gateway features are available to existing and new T-MDM customers. Each feature requires software to be installed at your premises and on your computer hardware, for example your computer server.

27.46 We will offer you a fixed price for installing the software, provided that you supply the installed pre-requisite computer hardware at your own cost. If you advise us that you would like to use the Secure Email Gateway and Mobile Access Gateway features, we will give you the technical pre-requisites and you will need to comply with these technical pre-requisites before the software can be installed.

27.47 If you comply with the technical pre-requisites then we will install the software remotely over the internet to your computer hardware.

27.48 The table below sets out the price for the remote installation of software for one server. Multiple installations will incur multiple charges.

Software	Price per installation per server, excluding GST	Price per installation per server, including GST
Secure Email Gateway	\$1,090 per installation per server	\$1,200 per installation per server

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Software	Price per installation per server, excluding GST	Price per installation per server, including GST
Mobile Access Gateway	\$1,090 per installation per server	\$1,200 per installation per server

Onboarding Service

- 27.49 Telstra can assist you to setup and configure the T-MDM portal over a web conference (up to 4 hours). You must participate in this web conference.
- 27.50 The following activities will be performed by Telstra during a web conference as part of the Onboarding Service:
- a) Upload a maximum of 10 users (eg email addresses, names, credentials)
 - b) Assists you to create and upload an Apple Push Notification Service certificate
 - c) Configure system generated messages eg enrolment message, enrolment terms of use, compliance messages
 - d) Configure device agent settings to support GPS
 - e) Enable and configure telecom management features to assist you monitor data usage
 - f) Create settings for Eligible Devices (profiles)
 - g) Create applications groups (required and blacklisted apps).
 - h) Setup compliance policies for compromise status, applications, roaming and data usage.
 - i) Show you how to enrol a single Eligible Device and check that all the settings are pushed correctly
- 27.51 The following activities are NOT included in the scope for the Onboarding Service:
- a) Troubleshooting device settings or applications
 - b) Installation of AirWatch software eg Secure Email Gateway and Mobile Access Gateway
 - c) Integration with your IT systems eg Active Directory, SharePoint, Certificate Services
 - d) The ongoing management of your users, devices and settings
 - e) Enrolment of devices (Telstra will enrol a single device to check that settings are pushed correctly)
 - f) Setup Content Locker.
- 27.52 The following activities must be completed by you prior to Telstra providing the Onboarding Service:

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- a) give Telstra a login to the T-MDM portal so settings can be configured on your behalf; and
- b) complete a spreadsheet that defines all the users, settings, policies and applications you want setup. Telstra will supply you with this spreadsheet and explain the information required from you.

27.53 The table below sets out the price for the Onboarding Service.

Service	Price excluding GST	Price including GST
Onboarding Service	\$636.36	\$700

Free 30 day trial

- 27.54 When you use the T-MDM portal for the first time, you will receive a free 30 day trial. This trial ends 30 days after you receive a welcome email from Telstra with your login ("**Trial Period**") When you first sign up for the T-MDM portal, you must nominate on your application form an existing Telstra mobile account number for billing purposes.
- 27.55 During your Trial Period you may register with the T-MDM portal a maximum of 25 Eligible Devices, without having to purchase CALs for those Eligible Devices. However, if during the Trial Period you register more than 25 Eligible Devices in the T-MDM portal then you must pay the relevant CAL Fees for each Eligible Device, after the 25th Eligible Device, that you register.
- 27.56 During your Trial Period you may also use the Secure Content Locker feature as provided by the T-MDM portal, without having to purchase Secure Content Locker CALs. However, if during your Trial Period you have more than 25 Eligible Devices using the Secure Content Locker then you must pay the relevant Secure Content Locker CAL Fees for each Eligible Device, after the 25th Eligible Device, that is using the Secure Content Locker.
- 27.57 During the Trial Period, you must separately pay for any data usage fees and charges associated with the use of T-MDM and your Eligible Service.

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27.58 For the use of the T-MDM service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

To see these terms –business and government customers [click here](#)

27.59 After the Trial Period expires, you will automatically be moved to a paid T-MDM service and each Eligible Device that you have registered in the T-MDM portal will be charged the relevant CAL Fees or applicable Secure Content Locker CAL Fees, the day after your Trial Period expires.

27.60 If you connect to an eligible service after the Trial Period expires you will not be charged CAL Fees. The applicable Secure Content Locker CAL Fees will apply.

27.61 If you do not wish to be charged fees after your Trial Period has expired, then you must de-register all Eligible Devices that you have registered in the T-MDM portal before the expiry of your Trial Period.

Support

27.62 Although you may have an Eligible Device with an Eligible Service, we may not be able to provide technical support for the Eligible Device. To receive such support, the device must:

- (a) be an Eligible Device purchased from Telstra;
- (b) have an eligible Telstra plan; and
- (c) be listed as eligible for support on <http://www.telstra.com/enterpriseclassedevices>, **("Supported Devices")**.

27.63 Data cards and modems are not Eligible Devices or Supported Devices.

27.64 We will provide you with reasonable email support twenty four hours a day, seven days a week. This support includes the following assistance:

- (a) logging in and portal access;
- (b) resolving problems with features/functions not working as designed;
- (c) smartphone/tablet device connectivity to the T-MDM platform; and
- (d) escalation of technical faults.

27.65 The following is excluded from support:

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- (a) training or demonstrations;
- (b) customer purchased equipment configuration;
- (c) third party software configuration or troubleshooting;
- (d) customer/third party settings on the devices that are not working; and
- (e) loading and maintaining your Eligible Devices on the T-MDM portal..

27.66 If you use a Supported Device overseas then we may only be able to provide limited support to you.

27.67 To request technical support for a Supported Device, you must send your support query by email to wireless@team.telstra.com. Depending on the nature of the problem, we may either reply by email or call you in response.

Additional obligations and acknowledgements

27.68 Subject to any non-excludable rights under consumer protection laws in relation to our provision of the T-MDM service, while we will use reasonable care and skill in providing T-MDM:

- (a) you must test any settings or software before they are sent to your End Users' Eligible Devices over the T-MDM service;
- (b) we do not warrant that the T-MDM service will meet all of your or your End Users' requirements or expectations;
- (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses or secure; and
- (d) the availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.

27.69 You may have non-excludable rights under consumer protection laws in relation to the T-MDM service. Subject to any non-excludable rights:

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- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your End Users or a third party in connection with the provision of the T-MDM service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;
 - (iii) loss or damage that was caused by your breach of contract or your negligence; and
 - (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
- (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
- (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal.

27.70 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the T-MDM service.

27.71 You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or your End Users breaching this clause 27.

27.72 You agree that we may provide your contact details and all other necessary information to AirWatch (Australia) Pty Ltd for the purposes of arranging installation of your software and associated services.

T-MDM End User Licence Agreement

27.73 Your use of the T-MDM service is also subject to the following provisions set out in clauses 27.66 to 27.77 below ("**End User Licence Agreement**").

27.74 The following definitions apply to the End User Licence Agreement:

"Derivatives" mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; (iii) for material which is protected by trade secret, any new material derived from such existing

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trade secret material, including new material which may be protected by copyright, patent or trade secret; and (iv) results of any research, tests or analysis of a party's confidential information, or intellectual or proprietary property.

"Documentation" means only those written user guides, specifications, and manuals supplied or made available to you by Telstra or its licensors, that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by Telstra or its licensors from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications.

"Embedded Software" means any software provided as an included part of the Software that is owned by one or more third parties and licensed to Telstra or its licensors.

"Enhancements" means (i) any revision, amendment, or modification to the Software requested by User for which User may or may not pay an agreed-upon fee to develop and provide such revision, amendment, or modification and/or (ii) Enhancements that are generally distributed by Telstra or its licensors to users who are current on maintenance services, in its sole discretion.

"Software" means proprietary software supplied by AirWatch (Australia) Pty Ltd ACN 151 471 788 in machine-readable, object code form only and includes T-MDM, Secure Content Locker and any software related to T-MDM, including (i) the Embedded Software, if any, (ii) any Updates made available to you pursuant to any maintenance services purchased by you, and (iii) Enhancements, if any.

"Updates" means error corrections, patches, bug fixes, new releases, new versions, and updates of the Software that are generally made available by Telstra or its licensors, and may contain substantial new features, functions of performance, and/or extensions or improvements of capabilities, provided, however, that to the extent that Telstra or its licensors, for a fee, offers to users generally (including those users who have purchased maintenance services) any new products, such products will not be included in the definition of Updates.

27.75 Subject to applicable laws and regulations in relation to our provision of the Software to you, you acknowledge and agree that the following restrictions exist in relation to your use of the Software:

- (a) you must (and you must ensure your End Users must) use industry-standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care you utilise for the protection of your own software and other confidential and proprietary information;

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- (b) you must not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any other person (other than End Users) your licence to the Software, the Software itself, any use or application of the Software or any other rights under your agreement with us;
- (c) you must (and you must ensure your End Users must) use the Software solely for your internal use with your ordinary business operations, only in accordance with all applicable laws and regulations, and in a manner consistent with your agreement with us any supplemental limitations specified or referenced in the relevant agreement, if any;
- (d) you must not (and you must ensure your End Users must not) use the Software except as specified or referenced in the Documentation or use the Documentation except for supporting your authorised use of the Software;
- (e) you must (and you must ensure your End Users must) not modify, adapt, translate, duplicate (except as expressly allowed in your agreement with us), disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or otherwise attempt to discover the underlying source code of the Software, for any purpose (unless enforcement is prohibited by applicable law and then, to only the extent specifically permitted by applicable law, and only upon providing Telstra with reasonable advance written notice and opportunity to respond);
- (f) for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, you must not (and you must ensure your End Users must not) engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any Derivatives based upon the Software, whether for your internal use or for license or for resale;
- (g) you must not (and you must ensure your End Users must not) use the Software, and must ensure that the Software is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage;
- (h) if you use the Software to manage Eligible Devices running on the operating system known as "iOS" from Apple, you must not (and you must ensure your End Users must not) use the Software without first obtaining your own APNs Certificate from Apple; and
- (i) you must not permit any person (including an End User), whether acting directly or on your behalf, to breach or violate any of the restrictions set forth in this section.

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- 27.76 You acknowledge and agree that Telstra’s licensor retains all ownership and intellectual property rights to the Software at all times. Title to the Software does not pass to you, the End User, or any third party. Telstra and its licensors disclaim, to the extent permitted by applicable law, its liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Software. Telstra and its licensors will not be required to perform any obligations, nor will Telstra or its licensors incur any liability, except as previously agreed between them in writing.
- 27.77 You acknowledge and agree that the Software is subject to United States of America export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. You agree to comply with all United States of America domestic and international export and import laws and regulations that apply to the Software and acknowledge that you have the responsibility to obtain any and all necessary licenses to export, re-export, or import the Software. More specifically, you covenant that you will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any the Software, source code, or technology (including products derived from or based on such technology) received from Telstra under your agreement with Telstra, to any other person, entity, or destination prohibited by the laws or regulations of the United States of America, without obtaining prior authorisation from the competent government authorities as required by those laws and regulations.

28 Bill my Telstra account for Google Play

- 28.1 We may offer eligible customers the ability to pay for digital content purchased through Google Play on your Telstra bill (“**Bill my Telstra account**”).
- 28.2 We will decide whether or not to give you access to Bill my Telstra account. We will tell you if you are not eligible for Bill my Telstra account. If you are not eligible for Bill my Telstra account, you may be able to purchase digital content through Google Play using other payment methods.

Eligibility

- 28.3 You will need an Android device with an active Telstra post-paid or pre-paid SIM in order to be able to purchase digital content through Google Play using Bill my Telstra account.

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Payment and spend limits

- 28.4 We apply a default spend limit of \$20 per transaction for the purchase of digital content through Google Play using Bill my Telstra account. Should you wish to purchase digital content through Google Play at an amount greater than \$20 per transaction, you will need to use another payment method.
- 28.5 We also apply a default spend limit of \$100 per month for Telstra post-paid customers and \$500 per month for Telstra pre-paid customers using Bill my Telstra account.
- 28.6 If you're a Telstra post-paid customer and your total spend on digital content through Google Play exceeds \$100 in any given month, you will need to use another payment method for subsequent purchases in that month. We may, but are not obliged to, agree to increase the monthly default spend limit at your request.
- 28.7 If you're a Telstra pre-paid customer and your total spend on digital content through Google Play exceeds \$500 in any given month you will need to use another payment method for subsequent purchases that month.
- 28.8 When you purchase digital content through Google Play, the price of the digital content will be set by either the merchant of record for that digital content in Google Play or the developer of that digital content. We are not responsible for setting the price of any digital content in Google Play.
- 28.9 We will pay the merchant of record on your behalf and charge you the price for the digital content after it has been provided to you. There may be some cases where the charges are debited from your account before the digital content is delivered to your device.
- 28.10 We will take reasonable steps to make Bill my Telstra Account available to you at all times, but we cannot guarantee that we will provide Bill my Telstra account to you in a timely, continuous or fault-free manner.
- 28.11 You must let us know of any errors or disputed charges billed to you using Bill my Telstra account. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any digital content by you, you agree that where we refund the digital content charges to you that you may no longer be able to access that digital content on your Handset.

Digital content

- 28.12 We are not responsible for any digital content bought by you through Google Play using Bill my Telstra account. We do not promise the accuracy, suitability or quality, of such digital content from third party providers.

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- 28.13 Your use of any digital content purchased using Bill my Telstra account is covered by any terms imposed and communicated to you by the merchant of record for that application in Google Play or the developer of that application.
- 28.14 We will take reasonable steps to deliver digital content bought by you through Google Play using Bill my Telstra account. However, we cannot promise that we will deliver digital content in a timely, continuous or fault-free manner.

Privacy

- 28.15 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with Bill my Telstra account. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 28.16 When you use Bill my Telstra account, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for Google Play to provide you with digital content purchased through Google Play.

Complaints and refunds

- 28.17 If you have any complaints about any digital content, or want to apply for a refund, you must contact the merchant of record for that application in Google Play or the developer of that application. This is in addition to any rights you may have against us under any applicable law. Google Play’s refund policy can be found at <https://support.google.com/googleplay/>.
- 28.18 You can contact us if you have any complaints or enquiries about the charges for any digital content purchased by you using Bill my Telstra Account.
- 28.19 Any refunds of amounts paid by you to purchase digital content using Bill my Telstra account must be agreed between us and the merchant of record for that digital content in Google Play. Where we refund the purchase price of the digital content to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner.

General

- 28.20 You acknowledge and agree that we may cease to provide Bill my Telstra account if our agreements with Google Ireland Limited or with any merchant of record for Google Play end. We will try to provide you as much notice as possible before we cease providing Bill my Telstra account but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

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28.21 You must use your device, our services and our networks in accordance with our Acceptable Use Policy available www.telstra.com. We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms –business and government customers [click here](#)). We will tell you before this happens.

29 Smart Controls

29.1 Smart Controls allows customers to place mobile internet browsing and voice call, SMS and MMS restrictions on Telstra mobile services on their account, or on other Telstra mobile services that are not on their account where the end user has consented to such restrictions being imposed. For mobile voice call, SMS and MMS restrictions terms – see Part F **Managing Calls of the Telstra Mobiles** section [click here](#).

29.2 Terms for mobile internet browsing restrictions are contained in this Part G.

Eligibility

29.3 If you have a 13 digit account number, and have registered for My Account, you are eligible to purchase Smart Controls for:

- (a) any mobile service on your account; and
- (b) any mobile service that is not on your account with the consent of the user of that mobile service.

29.4 In order to obtain the user's consent in respect of a mobile service that is not on your account, we will send an SMS or an email (where the device is not capable of receiving SMS and you have provided your email address) to the user of that device. The user must accept the request by reply SMS or via the authentication link provided in our email, and the device must be accessing the email and the link via the Telstra Mobile Network, in order for the user's consent to be accepted.

Charges

29.5 We will charge you \$2.95 per month for each mobile service you purchase Smart Controls for. These charges will appear on the bill of your nominated post paid mobile services account. Where you request Smart Controls for a mobile service that is not on your account, we will not charge you if the user of that service does not consent to Smart Controls being applied.

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Cancellation

- 29.6 You can cancel Smart Controls for any of your mobile services, at any time. Charges for that month will be pro-rated.
- 29.7 The user of a mobile service that is not on your account may withdraw their consent for Smart Controls at any time in which case we will cancel Smart Controls for that mobile service. We will notify you by SMS if this occurs. Charges for that service for that month will be pro-rated.

Setting up Smart Controls restrictions

- 29.8 You can via My Account:
- (a) purchase and apply Smart Controls for Telstra mobile services on your account; and
 - (b) request consent to purchase and apply Smart Controls to Telstra mobile services which are not on your account.
- 29.9 Once Smart Controls has been purchased, when the mobile service is accessing the mobile internet via the Telstra Mobile Network you can choose to restrict mobile internet access:
- (a) to specific URL/IP addresses;
 - (b) to all internet sites except for those URL/IP addresses you nominate as suitable;
 - (c) to recommended preset internet content categories; and
 - (d) at nominated times and on certain days of the week.
- 29.10 While we take care in filtering content based on any preset internet content categories, we cannot guarantee that if you select any such categories, that any or all of the content will be filtered accurately or in accordance with those categories.
- 29.11 Mobile internet browsing restrictions are limited to mobile internet access via the Telstra Mobile Network. Mobile internet restrictions will not work when the mobile service is using a Wi-Fi connection.
- 29.12 We do not guarantee that usage through applications on the device which provide voice call services over mobile data, or access to mobile internet, can be restricted.
- 29.13 We do not guarantee that mobile internet browsing restrictions will work if the mobile service is used overseas.

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29.14 Mobile internet browsing restrictions will not work on Blackberry devices.

Privacy

29.15 By subscribing to Smart Controls you consent to us sending Universal Resource Locators (URLs) that you access, or that a user of a mobile service that you have purchased Smart Controls for accesses, to a third party who may be located overseas for the purposes of categorisation. We will remove your IP address and any personal information from such URLs first. If the URL contains your name, this may be sent to a third party (for example, www.johnsmith.com or www.facebook.com/johnsmith).

29.16 Our Privacy Statement sets out how we may collect, use and disclose your personal information. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

Reports

29.17 You can view recent activity which shows:

- (a) attempts made by that mobile service to access mobile internet sites which are blocked; and
- (b) all mobile internet sites which are not blocked and have been accessed.

29.18 You can choose to receive recent activity reports each day via email or SMS. We will not charge you an additional fee to send these reports.

30 Facebook Billing Service

30.1 If you are eligible, we may offer you the ability to pay for content purchased through Facebook on your Telstra bill (“**Facebook Billing Service**”).

30.2 You will need an active Telstra Post-Paid or Pre-Paid SIM and a Facebook account in order to use our Facebook Billing Service.

30.3 We will pay the merchant of record on your behalf and charge you the price for the content after it has been provided to you. There may be some cases where the charges are debited from your account before the content is delivered to your Facebook account.

30.4 We apply a default spend limit of \$20 per transaction for the purchase of digital content through the Facebook Billing Service. Should you wish to purchase digital content

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through the Facebook Billing Service at an amount greater than \$20 per transaction, you will need to use another payment method.

- 30.5 We also apply a default spend limit of \$100 per month for Telstra post-paid customers and \$500 per month for Telstra pre-paid customers using the Facebook Billing Service.
- 30.6 If you're a Telstra post-paid customer and your total spend on digital content through the Facebook Billing Service exceeds \$100 in any given month, you will need to use another payment method for subsequent purchases in that month. We may, but are not obliged to, agree to increase the monthly default spend limit at your request.
- 30.7 If you're a Telstra pre-paid customer and your total spend on digital content through the Facebook Billing Service exceeds \$500 in any given month you will need to use another payment method for subsequent purchases that month.
- 30.8 We will take reasonable steps to make our Facebook Billing Service available to you at all times, but we cannot guarantee that we will provide our Facebook Billing Service to you in a timely, continuous or fault-free manner.

Content

- 30.9 We are not responsible in any way for content bought by you from Facebook using our Facebook Billing Service. We do not guarantee its accuracy, suitability or quality and are not responsible for setting the price of any third party content.
- 30.10 Your use of any content purchased using our Facebook Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in Facebook or the developer of that application.
- 30.11 If you have any complaints about any content (other than issues relating to charges imposed via our Facebook Billing Service), you must contact the merchant of record for that application in Facebook or the developer of that application. This is in addition to any rights you may have against us under any applicable law.

Errors or Disputed Charges

- 30.12 If you wish to dispute a charge relating to the Facebook Billing Service you must contact the merchant of record by calling 1800 633 538 or the contact number as stated in your Bill Literal for the corresponding purchased item. This is in addition to any rights you may have against us under any applicable law.
- 30.13 Any refunds of amounts paid by you to purchase content via the Facebook Billing Service must be agreed between us and the merchant of record for that content. Where we refund the purchase price of the digital content to you or provide you with a credit for this

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amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner. You agree that where the content charges are refunded that you may be no longer able to access those contents on your Facebook account.

Privacy

30.14 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with our Facebook Billing Service. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

30.15 When you use our Facebook Billing Service, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for Facebook to provide you with content purchased through Facebook .

General

30.16 You acknowledge and agree that we may cease to provide Facebook Billing Services if our agreements with Bango.net Limited or with any merchant of record for Facebook ends. We will try to provide you as much notice as possible before we cease providing Facebook Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

31 BlackBerry® Advanced Service

What is the BlackBerry Advanced service?

31.1 The BlackBerry® Advanced service (**BlackBerry Advanced**) allows eligible customers to enable advanced security features on their compatible BlackBerry device.

Availability

31.2 We supply BlackBerry Advanced for business purposes and you must use BlackBerry Advanced predominantly for business purposes.

31.3 To obtain the benefits of BlackBerry Advanced you need:

- (a) BES 10.1+ service software; and
- (b) for each intended user of BlackBerry Advanced:
 - (i) a compatible BlackBerry 10 device (OS 10.1+);

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- (ii) a BlackBerry 10 Client Access Licence; and
- (iii) an eligible Telstra Business mobile voice plan (as determined by us),

which you need to pay for separately.

31.4 If you cease to meet the requirements in section 31.3 (a) and (b) you will still be charged for BlackBerry Advanced until you contact us to cancel your BlackBerry Advanced service.

BlackBerry Advanced service

31.5 BlackBerry Advanced is available on a casual month to month basis.

31.6 We charge you \$15 per month for each BlackBerry Advanced service you request. You need to purchase a BlackBerry Advanced service for each intended user.

BlackBerry 10 Client Access Licences

31.7 You may purchase BlackBerry 10 Client Access Licences from us.

31.8 If we sell you BlackBerry 10 Client Access Licences on an annual basis, this means that your licences will expire 12 months from the date of activation. It will not automatically renew, and you must purchase a new BlackBerry 10 Client Access Licence on or before it expires.

31.9 We are not able to keep a record of your BlackBerry 10 Client Access Licences or their expiry dates, or send you any reminders or warnings before they expire. You are responsible for keeping records of the expiry dates for your BlackBerry 10 Client Access Licences.

31.10 You must pay for each BlackBerry 10 Client Access Licence upfront. If you cancel the BlackBerry 10 Client Access Licence before it expires, you will not be entitled to a pro-rated refund of the unused portion of the licence fee.

Additional terms

31.11 You must also comply with the terms of Research in Motion Limited (RIM) for the use of BlackBerry Advanced and BlackBerry 10 Client Access Licences software licence as advised to you by RIM.

Your information

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31.12 We may use and disclose personal information about you and your users in accordance with our Privacy Statement, including to provide the BlackBerry Advanced service, or BlackBerry 10 Client Access Licences, to you. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

Support

31.13 We will operate a helpdesk for all of your services connected to BlackBerry Advanced. This helpdesk can be contacted by your nominated IT administrator by email or telephone. The helpdesk will provide reasonable email and telephone support in relation to BlackBerry Advanced. The helpdesk will operate 24x7. The helpdesk will be required to obtain information from your nominated IT administrator. The helpdesk may not be able to assist if your nominated IT administrator is unavailable.

Support services will not be provided in relation to faults or problems with your BES software, including installation and upgrades.

32 The Securatrak GPS Tracking Solution

32.1 The Securatrak GPS Tracking Solution (“**Securatrak Solution**”) is a near real time, fleet and asset management solution. It provides continuous information on location, start/stop times, routes taken and speed direct to your desktop or mobile device. It is accessible anywhere using a web interface. Along with other value add accessories. There is also an option to use the Iridium satellite network when the vehicle or asset is outside of Telstra Mobile Network coverage areas. The functionality available to you via a Securatrak Solution depends on the options selected by you (as described in sections 32.2 and 32.3).

Availability

32.2 To take up the Securatrak Solution, you will need:

(a) Securatrak hardware, including the:

(i) GO6 device,

which may include at your option the;

(A) accessories; and

(B) add-ons,

set out in the table in section 32.5 (“**Securatrak Hardware**”); and

(b) a licence for Securatrak Checkmate software including either the:

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- (i) Checkmate - Business;
- (ii) Checkmate - Fleet; or
- (iii) Checkmate - Advanced,

(each, “**Checkmate Software**”) for each GO6 device you take up.

32.3 You may also take up a satellite communications unit to access the Iridium satellite network when your vehicle or asset is not within Telstra Mobile Network coverage areas (“**Satellite Unit**”). As Telstra does not offer this service, you may wish to acquire this service from Securatrak Pty Ltd (“**Securatrak**”) or another third party provider. However, you must purchase this Satellite Unit from Telstra.

32.4 If you take up an Iridium satellite network service from Securatrak or another third party, you’ll be billed directly by Securatrak or your other third party provider for data usage on your Satellite Unit.

32.5 For the purposes of clause 32.2(a) above, Securatrak Hardware includes:

Hardware	Description	Installation Method
Device		
GO6 Pack	device that is discreetly installed into a vehicle or asset to provide near real-time location, speed, direction and to monitor vehicle health and driver behaviour	Self
Accessories		
IOX Aux Harness	Connect multiple accessories and add-ons to the GO6 device	Professional
Dash Duress	Dash mounted duress button for driver safety	Professional
Remote Pendant	Pendant duress button for driver safety	Professional

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Hardware	Description	Installation Method
Add-ons		
Garmin	Vehicle tracking with messaging and navigation between the vehicle and head office	Self
Satellite Unit	Iridium satellite module for coverage outside of Telstra’s mobile network	Self
Driver ID	In-vehicle driver ID receiver for driver performance monitoring	Self
Driver ID Fob	Pendant identifier for you to track the activities of individual drivers and vehicles	Self

32.6 There are additional terms which apply to your use of Securatrak Solution. These terms are described in more detail under “Additional Terms” below.

32.7 You must use your Securatrak Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

Eligibility

32.8 You are only eligible for the Securatrak Solution if you have an ABN, ACN or ARBN.

General Licence Terms

32.9 If you purchase any Checkmate Software licence from us, we will grant you a non-exclusive and non-transferable licence to use the Checkmate Software (and any associated documentation) as part of the Securatrak Solution solely for your own internal business purposes.

32.10 You understand that you must not:

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- (a) copy, reproduce or modify the Checkmate Software (or any associated documentation) or create any derivative work from Checkmate Software;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Checkmate Software (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Checkmate Software or otherwise attempt to gain access to the source code of the Checkmate Software;
- (d) use the Checkmate Software for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Checkmate Software in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by Securatrak to a third party (including any documentation provided to you in connection with the Securatrak Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Securatrak Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in paragraphs 32.10(a) to 32.10(f) above.

32.11 You understand that you have no rights or interests in the Checkmate Software other than those expressly granted in this section.

Data Plans

32.12 As part of your Securatrak Solution, your Checkmate Software licence also includes a data plan.

32.13 The data plans are provided under the relevant terms and conditions set out under Our Customer Terms Telstra Mobiles Section Part G – Data Services.

Contract term

32.14 You can purchase the Securatrak Solutions on either:

- (a) an upfront option, which you will need to:
 - (i) enter into a 36-month contract for the Checkmate Software licence(s); and

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- (ii) make an upfront payment for Securatrak Hardware and other costs
(“Upfront Option”), or

(b) a repayment option, which you will need to:

- (i) enter into a 36-month contract for the Checkmate Software Licence(s);
- (ii) enter into a 36-month contract for the repayment of Securatrak Hardware (excluding the Driver ID, Driver ID Fob, Dash Duress and IOX AUX Harness which must be purchase upfront) and other costs paid in monthly instalment;

(“Repayment Option”).

32.15 If we offer you a Repayment Option, property in and title to any Securatrak Hardware devices (and accessories, if applicable) under the Repayment Option passes from us to you on delivery of the Securatrak Hardware to you.

32.16 If you fail to pay the monthly instalments, we may suspend or cancel your Securatrak Solution in accordance with the General Terms of Our Customer Terms.

Cancelling, Changing or Terminating the Securatrak Solutions

32.17 You may change from a Repayment Option an Upfront Plan at any time during the 36 month term. Hardware ETCs will apply for the Securatrak Hardware in accordance with clauses 32.22, 32.23, and 32.4 below.

32.18 You can cancel your licence for the Checkmate Software at any time by telling us in writing at least 30 days beforehand. However, if you cancel a Checkmate Software licence, you will be unable to use the Securatrak Solution. Software ETCs may apply in accordance with clause 32.24 below.

32.19 We may cancel your licences for any Checkmate Software immediately if you become insolvent or you fail to maintain your Securatrak Hardware devices repayments. Hardware ETCs and Software ETCs may apply.

32.20 We may cancel your licences for the Checkmate Software if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). Hardware ETCs and Software ETCs may apply.

Termination

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32.21 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network 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.

32.22 Where you acquire the Securatrak Solution on a Repayment Option and this contract is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra's breach, Telstra may charge you a Hardware ETC and a Software ETC calculated as follows:

$$\text{Hardware ETC payable} = \frac{\text{ETC Base x number of months remaining in your contract term}}{36}$$

Note: ETC Base is the minimum cost on a 36-month repayment option for the Securatrak Hardware (as set out in the tables in this clause)

Hardware	MINIMUM COST (ON A 36-MONTH REPAYMENT OPTION) OR ETC BASE
GO6 Pack	\$868.02
GO6 with IOX Aux Harness	\$1050.24
GO6, IOX Harness and Garmin Screen	\$1761.95
GO6, IOX Harness and Satellite module	\$3037.35
GO6, IOX Harness, Garmin Screen and Satellite module	\$3855.28
Remote Pendant	\$871.47
Garmin	\$841.58
Satellite	\$2109.10

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$$\text{Software ETC payable} = \frac{\text{ETC Modified Base x number of months remaining in your contract term}}{36}$$

Software	MODIFIED BASE
Checkmate - Business;	\$415.80
Checkmate - Fleet (either Garmin or Iridium access);	\$534.60
Checkmate - Advanced (with Garmin and Iridium access),	\$653.40

32.23 Where you acquire the Securatrak Solution on an Upfront Option and the Checkmate Software licence is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra’s breach, Telstra may charge you a Software ETC calculated as follows:

Software	MODIFIED BASE
Checkmate - Business;	\$415.80
Checkmate - Fleet (either Garmin or Iridium access);	\$534.60
Checkmate - Advanced (with Garmin and Iridium access),	\$653.40

32.24 You agree that all applicable Hardware ETCs and Software ETCs are a genuine pre-estimate of the loss we are likely to suffer.

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Additional terms

Helpdesk

- 32.25 You can contact us by telephone for support or with questions on your Securatrak Solution.
- 32.26 If we cannot resolve the queries you raised under clause 32.25 above, we will refer your queries to Securatrak support.
- 32.27 Securatrak will also operate a helpdesk that you may contact by email (telstra@securatrak.com.au) or telephone (1300 853 852) for support in relation to your use of the Securatrak Solution. The Securatrak Helpdesk will operate 8.30 am to 7 pm AEST Monday to Friday.

Installation

- 32.28 In relation to the installation of the Securatrak Hardware, you must properly install and configure the hardware or engage Securatrak (or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant)). We are in no way responsible for the installation or configuration of the hardware. The cost of installation is not included in the hardware price for this option. Securatrak or your chosen third party will bill you separately.
- 32.29 For the avoidance of doubt, the GO6 device, the garmin, the satellite unit are ‘plug and play’ devices and do not require professional installation and self installation will not void the voluntary warranty in clause 32.44.
- 32.30 In order to obtain the benefit of the voluntary warranty in clause 32.44, you must have your IOX Harness, Dash Duress and Remote Pendant accessories installed by Securatrak or a person recommended by Securatrak or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant). Also, you must make the Securatrak Hardware available for inspection and repair, at premises nominated by us, acting reasonably.
- 32.31 We are not responsible for the installation or configuration of Securatrak Hardware, by Securatrak or any third party, or are otherwise liable for any acts or omissions (including negligence) of the installer.

Username and password

- 32.32 You will be provided with a unique username and password for the Checkmate Software, which are required for your use of the Securatrak Solution.

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32.33 Your unique username and password will expire upon termination of your Securatrak Solution.

32.34 You agree and acknowledge that you are responsible for the security of your unique username and password.

Security of data

32.35 You understand that you are responsible for the security and integrity of the data transmitted between your Securatrak Hardware and the Checkmate Software.

32.36 You understand that data transmitted over the Telstra Mobile Network or the Iridium satellite network using the Securatrak Solution may be intercepted by third parties without our knowledge (or the knowledge of Securatrak).

32.37 If you require additional security for your data, please contact your authorised Telstra or Securatrak representative.

General

32.38 You must ensure that your employees, agents and officers, must:

- (a) not disclose any usernames and passwords related to your Securatrak Solution to an unauthorised third party;
- (b) take all reasonable steps to prevent any unauthorised access to the Checkmate Software and Securatrak' website; and
- (c) maintain all copyright notices on the Checkmate Software licence(s) (and associated documentation) provided to you.

32.39 You must:

- (a) comply with any terms and conditions on which Securatrak provides you with any part of the Securatrak Solution;
- (b) comply with the reasonable directions of Securatrak from time to time regarding the use of the Securatrak Solution; and
- (c) not use any equipment in connection with the Securatrak Solution that has not first been approved, in writing, by Securatrak.

32.40 You agree to indemnify Securatrak and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in clause 32.10.

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32.41 You understand that:

- (a) if you download or access any data, information, files or other materials from Securatrak's website you do so at your own risk;
- (b) the functionality of the Securatrak Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet and may not be available in all areas or circumstances or at all times;
- (c) successful use of the duress function using the dash duress and remote pendant products is subject to Telstra Mobile Network availability (and where applicable, Iridium Satellite availability) and may not be available in all areas or circumstances or at all times;
- (d) duress notifications via the dash duress and remote pendant products will be sent to you via the Checkmate software or via email or SMS to your nominated contact (where you have set up this feature) and you are responsible for monitoring the Checkmate software for alerts and notifications as neither Telstra or Securatrak will monitor your use of the Securatrak GPS Tracking Solution.
- (e) the Securatrak Hardware (including the dash duress and remote pendant products) are not a substitute for the Emergency Services or calling "000" where required;
- (f) the Securatrak Software may be subject to outages and may not be available online at all times;
- (g) that we are not providers of the Iridium satellite service and we have no control over its provision or operation;
- (h) Securatrak or its licensors own all intellectual property rights in the Checkmate Software, Securatrak Hardware and any associated documentation; and
- (i) it is your responsibility to ensure that your use of the Securatrak Solution complies with any relevant privacy obligations.

Limited Warranty and Liability

32.42 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Checkmate Software provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Securatrak GPS Tracking Application) for the term of your licence. However, you understand that the Checkmate Software may have minor or inherent defects. If there is a defect in your Checkmate Software, Securatrak will (at no cost to you and in addition to any other rights you have

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under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Checkmate Software.

32.43 You agree and acknowledge that from time to time Securatrak may update to the Checkmate Software.

32.44 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to clauses 32.45, 32.46 and 32.47:

- (a) we expressly and voluntarily warrant that the Securatrak Hardware will be free from Defects for 36 months from the date the Securatrak Hardware is installed; and
- (b) for the purpose of this voluntary warranty, “Defects” means:
 - (i) any material fault, failure, degradation, deficiency or error in the Securatrak Hardware; and
 - (ii) any functionality or performance of the Securatrak Hardware or not in accordance with the specifications applicable to the Securatrak Hardware.

32.45 The voluntary warranty in clause 32.44 does not apply if:

- (a) any person has misused the Securatrak Solution or used it in a manner not expressly permitted by any documentation relating to the Securatrak Solution; or
- (b) if any unauthorised attempt has been made to repair, replace, modify or maintain the Securatrak Hardware.

32.46 We do not provide any warranties in respect of Securatrak devices or accessories or add-ons (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Securatrak devices or accessories or other equipment purchased from them.

32.47 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be excluded. Except as expressly set out in these terms and conditions and subject to other non-excludable rights under Australian consumer protection laws in relation to our express voluntary warranty:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Securatrak Solution;

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- (b) neither we nor Securatrak will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Securatrak Solution; and
- (c) our liability to you for all claims for damages in connection with your Securatrak Solution will be limited (where it is fair and reasonable for us to do so) to whichever is the greater (in value) of:
 - (i) the total amount paid by you to us in connection with your Checkmate Software licence(s) in the three months prior to your claim; or
 - (ii) for replacing the Securatrak Hardware, the repair of the Securatrak Hardware.

32.48 The exclusions and limitations set out in clause 32.47 are subject to any:

- (a) terms, conditions or warranties that are implied by law; or
 - (b) rights or remedies provided by law,
- that cannot be excluded, limited or modified.

33 The Sendum Asset Tracker Solution

33.1 The Sendum Asset Tracker Solution (“**Sendum Solution**”) uses the Telstra Mobile Network to provide a near real time multi-sensor asset tracking solution that enables you to monitor the in-transit conditions of your packages or assets. It provides information on the location and condition of your packages or assets (e.g. temperature, vibration, humidity and light) to an online portal by which you can view this data. Customisable triggers and alarms can be preset or changed while your packages or assets are in-transit so that action may be taken before your packages or assets are damaged or permanently lost for example.

33.2 The functionality available to you via a Sendum Solution depends on the options selected by you (as described in sections 33.3, 33.4 and 33.6).

Availability

33.3 To take up the Sendum Solution, you will need the:

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(a) Sendum Asset Tracker PT300D (“**Sendum Device**”) set out in the table in section 33.6; and

(b) Findum application software licence (“**Findum Software**”).

33.4 If you purchase the Sendum Device, you may also choose to purchase an optional range of accessories set out in the table in section 33.6.

33.5 The Sendum Device and optional range of accessories are the “**Sendum Hardware**”.

33.6 For the purposes of section 33.5 above, Sendum Hardware includes:

Hardware	Description
Device	
Sendum Asset Tracker – PT300D	A small, portable and reuseable 3G device that can be discreetly attached to your assets or packages as a near real time location tracking device
Optional Accessories	
Single Port Charge Accessory – 5VDC1000/USB	Single USB charger suitable for connecting and charging a portable device
Multi Port Charge Accessory – 7 Port charger	Compact 7 port USB charger suitable for connecting and charging up to 7 devices

33.7 You agree and acknowledge that you will not use your Sendum Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.

33.8 There are additional terms which apply to your use of the Sendum Solution. These terms are described in more detail under “Additional Terms” below.

33.9 You must use your Sendum Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

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Eligibility

33.10 You are only eligible for the Sendum Solution if you have a valid ABN, ACN or ARBN.

General Licence Terms

33.11 If you purchase a Findum Software licence from us, we will grant you a non-exclusive and non-transferable licence to use the Findum Software (and any associated documentation) as part of the Sendum Solution solely for your own internal business purposes.

33.12 You understand that you must not:

- (a) copy, reproduce or modify the Findum Software (or any associated documentation) or create any derivative work from the Findum Software;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Findum Software (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Findum Software or otherwise attempt to gain access to the source code of the Findum Software;
- (d) use the Findum Software for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Findum Software in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by M2M Connectivity Pty Ltd (“**M2M Connectivity**”) or Sendum Wireless Corporation (“**Sendum Wireless**”) to a third party (including any documentation provided to you in connection with the Sendum Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Sendum Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in sections 32.10(a) to 32.10(f) above.

33.13 You understand that you have no rights or interests in the Findum Software other than those expressly granted in this section.

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Data

33.14 As part of your Sendum Solution, you will receive Data to allow the Sendum Device to connect with the Telstra Mobile Network.

Contract term

33.15 You can purchase the Sendum Solution on either the:

- (a) upfront option, under which you will need to:
 - (i) enter into a 36 month contract for the Findum Software;
 - (ii) make an upfront payment for the Sendum Device; and
 - (iii) make an upfront payment for any optional accessories purchased (“**Hardware Upfront Option**”), or
- (b) repayment option, under which you will need to:
 - (i) enter into a 36 month contract for the Findum Software;
 - (ii) enter into a 36 month contract for the repayment of the Sendum Device; and
 - (iii) make an upfront payment for any optional accessories purchased (“**Hardware Repayment Option**”).

33.16 If you take up either the Hardware Upfront Option or the Hardware Repayment Option, property in and title to any Sendum Hardware, and any optional accessories, passes from us to you on delivery of the respective Sendum Hardware to you.

33.17 If you fail to pay the monthly instalments, we may suspend or cancel your Sendum Solution in accordance with the General Terms of Our Customer Terms.

Cancelling, Changing or Terminating the Sendum Solution

33.18 You may change from a Hardware Repayment Option to a Hardware Upfront Option at any time during the 36 month term, in which case the Hardware ETCs will apply for the Sendum Hardware in accordance with sections 32.22 and 33.25 below.

33.19 You may cancel your licence(s) for the Findum Software at any time, however, you will be unable to use the Sendum Solution, and Software ETCs may apply in accordance with

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sections 33.20, 33.21 and 33.22 below.

- 33.20 We may cancel your licence(s) for any Findum Software immediately if you become insolvent or you fail to maintain your Sendum Device(s) repayments under the Hardware Repayment Option. Hardware ETCs and Software ETCs may apply.
- 33.21 We may cancel your licence(s) for the Findum Software if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). Hardware ETCs and Software ETCs may apply.

Termination

- 33.22 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network 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.
- 33.23 Where you acquire the Sendum Solution on a Hardware Repayment Option and this contract is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra's breach, Telstra may charge you a Hardware ETC and a Software ETC calculated as follows:

$$\text{Hardware ETC payable} = \frac{\text{ETC Base x number of months remaining in your contract term}}{36}$$

Note: ETC Base is the minimum cost on a 36 month Hardware Repayment Option for the Sendum Hardware (as set out in the table in this section)

Hardware	MINIMUM COST (ON A 36 MONTH HARDWARE REPAYMENT OPTION) OR ETC BASE (EX GST)
Sendum Asset Tracker – PT300D	\$540

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$$\text{Software ETC payable} = \frac{\text{ETC Modified Base x number of months remaining in your contract term}}{36}$$

Software	MODIFIED BASE (EX GST)
Findum application software licence	\$15

- 33.24 Where you acquire the Sendum Solution on the Hardware Upfront Option and the Findum Software is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra's breach, Telstra may charge you a Software ETC calculated as follows:

$$\text{Software ETC payable} = \frac{\text{ETC Modified Base x number of months remaining in your contract term}}{36}$$

Software	MODIFIED BASE (EX GST)
Findum application software licence	\$15

- 33.25 You agree that all applicable Hardware ETCs and Software ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Additional terms

Helpdesk

- 33.26 You can contact us by telephone for support or with questions on your Sendum Solution.
- 33.27 If we cannot resolve the queries you raised under section 32.25 above, we will refer your queries to Sendum support.
- 33.28 M2M Connectivity will also operate a helpdesk that you may contact by email (support@sendum.com.au) or telephone (03) 9696 3011 for support in relation to your use of the Sendum Solution. The Sendum Helpdesk will operate during normal business hours 8 am to 5 pm AEST Monday to Friday.

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Installation

- 33.29 In relation to the installation of the Sendum Hardware, you must properly install and configure the Sendum Hardware or engage M2M Connectivity (or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant)). We are in no way responsible for the installation or configuration of the Sendum Hardware. The cost of installation is not included in the Sendum Hardware price. M2M Connectivity or your chosen third party will bill you separately for installation.
- 33.30 In order to obtain the benefit of the voluntary warranty in section 32.44, you must have your Sendum Device installed by M2M Connectivity, or a person expressly authorised by M2M Connectivity, or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant). Also, you must make the Sendum Hardware available for inspection and repair, at premises nominated by us, acting reasonably.
- 33.31 We are not responsible for the installation or configuration of the Sendum Hardware, by M2M Connectivity or any third party, and are not otherwise liable for any acts or omissions (including negligence) of the installer.

Username and password

- 33.32 You will be provided with a unique username and password for the Findum Software, which are required for your use of the Sendum Solution.
- 33.33 Your unique username and password will expire upon termination of your Sendum Solution.
- 33.34 You agree and acknowledge that you are responsible for the security of your unique username and password.

Security of data

- 33.35 You understand that you are responsible for the security and integrity of the data transmitted between your Sendum Hardware and the Findum Software.
- 33.36 You understand that data transmitted over the Telstra Mobile Network using the Sendum Solution may be intercepted by third parties without our knowledge (or the knowledge of M2M Connectivity and Sendum Wireless).
- 33.37 If you require additional security for your data, please contact your authorised Telstra or M2M Connectivity representative.

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General

33.38 You must ensure that your employees, agents and officers, must:

- (a) not disclose any usernames and passwords related to your Sendum Solution to an unauthorised third party;
- (b) take all reasonable steps to prevent any unauthorised access to the Findum Software and M2M Connectivity's or Sendum Wireless' website; and
- (c) maintain all copyright notices on the Findum Software (and associated documentation) provided to you.

33.39 You must:

- (a) comply with any terms and conditions on which M2M Connectivity provides you with any part of the Sendum Solution;
- (b) comply with the reasonable directions of M2M Connectivity from time to time regarding the use of the Sendum Solution; and
- (c) not use any equipment in connection with the Sendum Solution that has not first been approved, in writing, by M2M Connectivity.

33.40 You agree to indemnify M2M Connectivity and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in section 32.10.

33.41 You understand that:

- (a) if you download or access any data, information, files or other materials from M2M Connectivity's or Sendum Wireless' website you do so at your own risk;
- (b) the functionality of the Sendum Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet and may not be available in all areas or circumstances or at all times;
- (c) in many cases, the Sendum Solution is deployed to supplement and enhance existing applications. While the Sendum Solution can be deployed in industries providing monitoring and emergency services, it is important to remember that the Sendum Solution may not be suitable for all circumstances. Specifically, the Sendum Solution is not intended to act as or replace existing or otherwise required fail-safe technologies and any use of the Sendum Solution is at your own risk;

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- (d) the Findum Software may be subject to outages and may not be available online at all times;
- (e) Sendum Wireless or its licensors own all intellectual property rights in the Findum Software, Sendum Hardware and any associated documentation; and
- (f) it is your responsibility to ensure that your use of the Sendum Solution complies with any relevant privacy obligations.

Limited Warranty and Liability

33.42 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Findum Software provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Findum Software) for the term of your licence. However, you understand that the Findum Software may have minor or inherent defects. If there is a defect in your Findum Software, M2M Connectivity will (at no cost to you and in addition to any other rights you have under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Findum Software.

33.43 You agree and acknowledge that from time to time M2M Connectivity and Sendum Wireless may update the Findum Software.

33.44 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to section 32.45, 32.46 and 32.47:

- (a) we expressly and voluntarily warrant that the Sendum Hardware will be free from Defects for 36 months from the date the Sendum Hardware is installed; and
- (b) for the purpose of this voluntary warranty, “Defects” means:
 - (i) any material fault, failure, degradation, deficiency or error in the Sendum Hardware; and
 - (ii) any functionality or performance of the Sendum Hardware not in accordance with the specifications applicable to the Sendum Hardware.

33.45 The voluntary warranty in section 32.44 does not apply if any:

- (a) person has misused the Sendum Solution or used it in a manner not expressly permitted by any documentation relating to the Sendum Solution; or

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- (b) unauthorised attempt has been made to install, repair, replace, modify or maintain the Sendum Hardware.
- 33.46 We do not provide any warranties in respect of Sendum devices or accessories or add-ons (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Sendum devices or accessories or other equipment purchased from them.
- 33.47 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be excluded. Except as expressly set out in these terms and conditions and subject to other non-excludable rights under Australian consumer protection laws in relation to our express voluntary warranty:
- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Sendum Solution;
 - (b) neither we nor M2M Connectivity will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Sendum Solution; and
 - (c) our liability to you for all claims for damages in connection with your Sendum Solution will be limited (where it is fair and reasonable for us to do so) to whichever is the greater (in value) of:
 - (i) the total amount paid by you to us in connection with your Findum Software in the three months prior to your claim; or
 - (ii) for replacing the Sendum Hardware, the repair of the Sendum Hardware.
- 33.48 The exclusions and limitations set out in section 32.47 are subject to any:
- (a) terms, conditions or warranties that are implied by law; or
 - (b) rights or remedies provided by law,
- that cannot be excluded, limited or modified.