

Part E – SMS Messages and Email

Contents

Click on the section that you are interested in.

1	About this Part	4
2	SMS (Short Message Service)	4
	What is SMS?	4
	Availability	4
	Charges	4
	Not suitable for emergencies	6
	Delivery of SMS	6
3	SMS Delivery Reports	6
	What are SMS Delivery Reports?	6
	Availability	7
	Charges	7
	Limitations	8
4	Premium SMS	8
	What is Premium SMS?	8
	Eligibility	8
	Barring	8
	Charges - for all customers	9
	Charges - Telstra Pre-Paid Customers	9
	Charges - Post-paid customers	9
	Spend limits - Telstra Pre-Paid customers	10
	Spend limits - Post paid customers	10
	No resupply	11
	Privacy	11
	Our liability for content	11
	Access to Deluxe (18 plus) services	12
	Complaints and enquiries	12
5	MMS (Multimedia Messaging Service)	13
	What is MMS?	13
	International MMS	13
	Charges – pre-paid customers	13
	Charges – post-paid customers	14
	Use	15
	Content	15
	Delivery	15
	Removal or reformatting of MMS content	15
	No guarantee of image quality	16
	Size restrictions	16
	Advertising and commercial use	16
	Faults	16
	MMS Content Subscriptions	16
	Eligibility for MMS Content Subscriptions	16
	Activating and cancelling your subscription	17

Part E – SMS Messages and Email

	Charges for Content Subscriptions	17	
6	SMS Chat	17	
7	Instant messaging services	17	
	(a) General terms applying to all instant messaging services	17	
	Message length	18	
	Use of the service	18	
	Suspension of use	18	
	Privacy and your phone number	19	
	Our Customer Service Commitment does not apply	19	
	(b) NineMSN Mobile Messaging	19	
	Charges for sending messages	19	
	Charges for messages sent to you	20	
	Limits on receiving messages	20	
8	Text messaging for fixed phone services (including Talking Text messages)	21	
	What is the text messaging service for fixed phone services?	21	
	Receiving, sending and replying to a text message	21	
	Charges	22	
	Delivery of text messages to fixed phone services	23	
	Use and content of text messages to fixed phone services	25	
	Security	25	
	Not suitable for emergencies, critical or important messages	25	
	Duration	25	
	Wholesale Customers	26	
9	Text messaging for 13x, 1300x and 180x services	26	
	What is the text messaging service for 13x, 1300x and 180x services?		26
	Charges	26	
	Not suitable for emergencies, critical or important messages	27	
10	Telstra Online Text Buddy	27	
	What is Telstra Online Text Buddy?	27	
	SMS, Talking Text and Telstra Online Text Buddy software Licence Agreement	27	
	Eligibility	28	
	Delivery of SMS sent using Telstra Online Text Buddy	29	
	Charges	29	
	Limits on sending SMS using Telstra Online Text Buddy	31	
	Security	31	
	Content of SMS sent using Telstra Online Text Buddy	31	
11	MyInbox	31	
	Service description	31	
	Access	32	
	Time limits – storage and log-on	33	
	Linking your mobile phone - voicemail and videomail retrieval	33	
	Linking your mobile phone - SMS & MMS messaging and SMS Alerts		34
	SMS charges	35	
	SMS Alert charges	35	

Part E – SMS Messages and Email

	General Conditions of MyInbox	39
	Application	39
	Availability	40
	FairPlay	40
	Linked Mobile Service	40
	Your responsibilities	40
	Software	41
	Synchronisation & Storage	41
	Virus & Spam e-mails	41
	Termination and suspension	42
12	Social Network Messaging service	42
13	Tribe Social Networking Service	45
	What is the Tribe Social Networking Service?	45
	Eligibility and availability	45
	Who these terms apply to	45
	Charges for Tribe	45
	What we are not responsible for	46
	Fair use policy	47

Part E – SMS Messages and Email

Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in the General Terms of Our Customer Terms.

1 About this Part

- 1.1 This is part of the Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of the General Terms of Our Customer Terms for more detail on how the various sections of Our Customer Terms should be read together. 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 SMS (Short Message Service)

What is SMS?

- 2.1 SMS offers you the ability to send short text messages from a compatible device directly to another compatible device. When you send an SMS, your phone number, the date and the time the message was sent appears on the device of the person receiving the SMS.

Availability

- 2.2 SMS is automatically available to you, if you connected to our networks after 4 April 1997.

Charges

- 2.3 We charge you for each SMS sent from your device. The charging can vary due to a number of factors as set out in clause 2.4. Typically, SMS are charged as follows:
- (a) For any SMS that contains 160 standard characters or less we charge one standard fee;
 - (b) For any SMS that contains more than 160 standard characters, we charge one standard fee for each group of 153 standard characters or part thereof;
 - (c) Your device may allow you to send an SMS that contains non-standard characters. For any SMS that contains a non-standard character and is 70 characters or less, we charge one standard fee. For any SMS that contains a non-standard character

Part E – SMS Messages and Email

and is more than 70 characters, we charge for each group of 67 characters or part thereof that contains non-standard characters.

Standard fees	GST excl	GST incl
Fee per SMS sent (except to international numbers)	22.73¢	25¢
Fee per SMS sent to international numbers	45.45¢	50¢

2.4 The following factors may impact how we charge you for SMS:

- (a) Your device may have inherent limitations that impact on the above charges such as treating standard characters as non-standard characters;
- (b) Standard characters include those in the English character set such as letters (e.g. a-z), numbers (i.e. 0-9), common English punctuation (e.g. full stop, comma, ?, !) and symbols (e.g. \$, &).
- (c) Non-standard characters include non-English characters such as ć, â and ë;
- (d) Special characters (i.e. ^ { } \ [~] | €) count as two standard characters.
- (e) We charge you for each SMS sent from your device to another mobile service or fixed service. By the way of example, if you send the same SMS to 10 different mobile service numbers, we will charge you for sending 10 SMS.

2.5 We will take responsible steps to deliver SMS messages. However, in some circumstances the message may be undeliverable for reasons which include: technological difficulties; the receiving device is not working properly, is switched off, is out of range or the message storage space on the device is full; the destination number is invalid or barred to SMS; the person is overseas and the overseas phone company has blocked SMS from us. In such cases Telstra will be unable to deliver the message. However, you must still pay for each SMS sent from your device, even if that SMS is not delivered or received

2.6 Any reference to an SMS or short text message in the Telstra Mobile section of Our Customer Terms is a reference to an SMS that is charged in accordance with this section.

2.7 There may be different terms and charges for particular offers and services that use SMS. Such terms and charges are specified in the relevant section of Our Customer Terms. If different terms and charges are not specified, the standard terms and charges specified in this section apply.

Part E – SMS Messages and Email

SMS sent to international numbers: Corporate & Government Plans

2.8 Unless your corporate or government plan provides otherwise in Part B of the Telstra Mobile section of Our Customer Terms the fee per SMS sent to international numbers if you are on

a Corporate Net Rate Plan, Corporate Rate Plan, Telstra Corporate Net Rate Lite Plan, Telstra Government Plan or Telstra Government Plus Plan is set out below:

Standard fees for SMS	GST excl	GST incl
Fee per SMS sent to international numbers	31.82c	35¢
	The terms and conditions for SMS are set out in this clause	

Not suitable for emergencies

2.9 SMS is not suitable for telling or warning people about serious risks or asking emergency service organisations to come to someone's aid.

Delivery of SMS

2.10 We will try to deliver an SMS for up to 7 days. If it cannot be delivered after 7 days, the SMS will be deleted from the Telstra SMS network.

3 SMS Delivery Reports

What are SMS Delivery Reports?

3.1 You may choose to receive SMS Delivery Reports on your device by setting your compatible device to request delivery reports.

3.2 When you send an SMS to an Australian mobile (or other compatible) service with this request turned on in your device menu, an SMS Delivery Report (where available) will be sent to your device. The delivery report will be:

(a) a "successful delivery" report:

Part E – SMS Messages and Email

- (i) when your SMS has been successfully delivered to the recipient's handset or other compatible service – where you have sent an SMS to a Telstra mobile service or one of certain other Australian mobile or other compatible services in Australia; or
 - (ii) in all other cases, when your SMS has been successfully delivered to the recipient's network; or
 - (b) a "failed delivery" report – if after trying unsuccessfully for up to 7 days, your SMS has not been delivered.
- 3.3 You may choose not to receive SMS Delivery Reports at any time before you send an SMS, by setting your device to request no SMS Delivery Reports.

Availability

- 3.4 SMS Delivery Reports are available for all customers with a Telstra Mobile or Pre-Paid Wireless Broadband service.

Charges

- 3.5 We charge you the following for each SMS Delivery Report sent to your device. Charges apply whether the SMS Delivery Report advises that your SMS delivery has been successful or has failed. If we send you a SMS to advise you that we are unable to provide the SMS Delivery Report (for example, for one of the reasons set out under the Limitations heading below), you will not be charged for receiving that report.

SMS Delivery Reports	GST excl.	GST incl.
Fee per SMS Delivery Report sent to your device	4.55¢	5¢

- 3.6 The charges in clause 3.5 will:
- (a) be deducted from any monthly included calls or included SMS component for the following Telstra Mobile pricing plans:
 - (i) Mobile Phone Plan;
 - (ii) Casual Plan (month to month); and
 - (iii) Mobile Member Plan (12 or 24 month); or
 - (b) in the case of Telstra Pre Paid customers be deducted from your account at the time of request ie when the SMS was sent from your phone.

Part E – SMS Messages and Email

- 3.7 Where you send an SMS that has more than 160 characters and you have set your device to request delivery reports, you may receive an SMS Delivery Report for each part of the SMS that you send. If that is the case, you will be charged the fee for each SMS Delivery Report that you receive. Depending on your device, you may not receive an SMS Delivery Report for either part of an SMS that you send that has more than 160 characters. If that is the case, you will not be charged a fee.

Limitations

- 3.8 SMS Delivery Reports are not available for SMS that you send to any international numbers.
- 3.9 Whether you can receive an SMS Delivery Report for an SMS that you send to a non-Telstra Australian mobile service that is roaming internationally depends on your device and the overseas network operator.
- 3.10 SMS Delivery Reports are not available for MMS or Premium SMS that you send.
- 3.11 In most cases, SMS Delivery Reports will not be available for text messages to 13x, 1300x or 180x services. You will not know if the 13x, 1300x or 180x service is capable of supporting SMS Delivery Reports. If the system connected to the 13x, 1300x or 180x service supports SMS Delivery Reports then you may be able to receive an SMS Delivery Report.

4 Premium SMS

What is Premium SMS?

- 4.1 Premium SMS is a service that allows eligible customers to pay for content purchased from third parties other than us via SMS from their Telstra mobile or Pre-Paid Wireless Broadband service. The content may include data, information, images, text, audio-visual material and voting.

Eligibility

- 4.2 We will decide whether or not to give you access to Premium SMS. We will tell you if you are not eligible for Premium SMS.

Barring

- 4.3 You can ask us to bar access to Premium SMS from your device at any time. You will not be charged for Premium SMS services after barring is activated, nor is there a charge for activating it. Barring can take up to one day to activate and will not restrict your access to other services.

Part E – SMS Messages and Email

- 4.4 We may prevent you from accessing Premium SMS if you ask us to or if you have not paid your Telstra mobile account. We will try to tell you if this happens.

Charges - for all customers

- 4.5 If you send an SMS to a content provider requesting content the content provider will set the charges for the content, which includes the cost of the SMS you send.
- 4.6 We will pay the content provider and charge you 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 device.
- 4.7 You must let us know of any errors or disputed Premium SMS charges billed to your Telstra mobile account or debited from your Telstra Pre-Paid account. We may agree not to charge you any Premium SMS charges. If we do, we may adjust the debits and credits relating to those charges on your Telstra mobile account or Telstra Pre-Paid account.
- 4.8 We must not:
- (a) bill you for the supply of Premium SMS services that are the subject of a current Do Not Bill Order or Interim Do Not Bill Order; or
 - (b) collect charges from you that relate to Premium SMS services that are the subject of a current Do Not Bill Order or Interim Do Not Bill Order.

For these purposes, the terms “Do Not Bill Order” and “Interim Do Not Bill Order” have the meanings given in the *Telecommunications Service Provider (Mobile Premium Services) Determination 2010 (No2)*.

Charges - Telstra Pre-Paid Customers

- 4.9 You will not be able to buy content using Premium SMS if you do not have sufficient credit in your Telstra Pre-Paid account.
- 4.10 If your account balance is too low we will tell you by SMS that you cannot buy content. You will not be charged for this SMS.
- 4.11 We may terminate any outbound message in progress if your account balance is or becomes too low to continue Premium SMS and/or the Telstra Pre-Paid service.

Charges - Post-paid customers

- 4.12 We debit Premium SMS charges for the purchase of content from a post-paid service to your Telstra mobile account. The charges will appear on your Telstra bill.

Part E – SMS Messages and Email

4.13 We will not charge you for the provision of credit.

Spend limits - Telstra Pre-Paid customers

4.14 Your spend limit is the total amount of content that you can buy each month using Premium SMS. The default spend limit for Telstra Pre-Paid customers is \$500 per month.

4.15 If you try to buy content over your monthly spend limit, we will usually try to tell you.

4.16 You may contact us to decrease your spend limit at any time.

4.17 We may increase or decrease your spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit, you need to tell us not to go ahead with the increase within 30 days – otherwise the increase applies to you. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.

Spend limits - Post paid customers

4.18 Your spend limit is the total amount of content that you can buy each month using Premium SMS. If you established a post-paid mobile account with us before 15 December 2004, your default spend limit is \$20 per month. If you established a post-paid mobile account with us on or after 15 December 2004, your default spend limit is \$100 per month.

4.19 If you try to buy content over your monthly spend limit, we will usually try to tell you.

4.20 You may apply to change your spend limit at any time. We need to approve any increase in your spend limit.

4.21 If you established a post-paid mobile account before 15 December 2004, we may decrease your spend limit at any time. However we will not increase your spend limit without your request. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.

4.22 If you established a post-paid mobile account with us on or after 15 December 2004, we may increase or decrease your spend limit at any time. If we increase your spend limit, we will tell you at least 30 days before the change takes effect. If we tell you about an increase in your spend limit, you need to tell us not to go ahead with the increase within 30 days – otherwise the increase applies to you. If we decrease your spend limit, we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.

Part E – SMS Messages and Email

No resupply

- 4.23 You must not resupply or resell content or use it for any unlawful purpose or in breach of any law.

Privacy

- 4.24 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 4.25 In addition, when you use Premium SMS, your mobile number will be disclosed to us (including our employees, contractors and agents) and content providers to provide you with content via Premium SMS.
- 4.26 If you use Premium SMS on a Telstra Pre-Paid service, we may also disclose information about you for the purpose of advising the Australian Securities and Investments Commission of information about complaints and transactions in respect of our customers’ use of Premium SMS. This includes disclosing information relating to the conduct of your Telstra Pre-Paid account.
- 4.27 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.

Our liability for content

- 4.28 We are not responsible for content bought by you from a content provider using Premium SMS. We do not promise the accuracy, suitability or quality, of such content from third party providers. If you are a Telstra Pre-Paid Wireless Broadband customer, we do not promise that such content will be compatible or available for use with your service or with the USB modem provided in your starter pack.
- 4.29 Your use of the content is covered by any terms imposed and told to you by the content provider.
- 4.30 As the content is provided by third parties, we recommend you find out all relevant information about third party content (including its cost, features and compatibility with your device/service) before you buy it. We cannot promise that the content provider will agree to allow you to buy content from them.
- 4.31 We will take reasonable steps to deliver content bought by you from a content provider using Premium SMS. However, we cannot promise that we will deliver content in a timely, continuous or fault free manner.

For example, in some circumstances we may be unable to deliver the content due to the following technological difficulties: the receiving device is not working properly, is switched off, is out of range or

Part E – SMS Messages and Email

the message storage space on the device is full; the destination number is invalid or barred to Premium SMS; you are overseas and the overseas phone company has blocked Premium SMS from us.

Access to Deluxe (18 plus) services

4.32 Deluxe (18 plus) services are:

- (a) services that provide access to MA15+ or R18+ content; and
- (b) text services that are offered for the purpose of allowing users to derive sexual gratification from them.

Deluxe (18 plus) services are age-restricted services and are regulated by law.

4.33 You will not be able to access or buy Deluxe (18 plus) services from your device using Premium SMS unless and until:

- (a) you (as the account holder) have asked us to give you access to Deluxe (18 plus) ; and
- (b) we have confirmed to our satisfaction that you are the account holder for your phone and you are at least 18 years old.

4.34 We may require evidence to confirm your identity and your age, even if you have previously provided us with this evidence.

For example, you may be required to show us your drivers licence or other identity and age-verification documents at the time you apply for access to Premium SMS, even if you previously provided us with these documents (such as at the time of acquiring your service).

4.35 You can ask us to bar access to Deluxe (18 plus) services from your device at any time.

4.36 We may suspend or terminate your access to Deluxe (18 plus) services at any time. We will usually try to tell you before this happens.

For example, we may suspend or terminate access to Deluxe (18 plus) services from your device if we believe that you are not over 18, or if we are required by law or any government regulator to do so.

Complaints and enquiries

4.37 If you have any complaints about any content, you must take them up with the content provider. This is in addition to any rights you may have against us under any applicable law.

4.38 If you refer a complaint or enquiry about any content to us, we may refer it to the provider of that content. However, we do not have to.

Part E – SMS Messages and Email

- 4.39 You can contact us if you have any complaints or enquiries about Premium SMS charges billed to your Telstra mobile account or debited from your Telstra Pre-Paid account. If a complaint is not resolved to your satisfaction you can also contact the Telecommunication Industry Ombudsman.

5 MMS (Multimedia Messaging Service)

What is MMS?

- 5.1 With an MMS capable device, MMS allows you to create and send mobile messages containing images, photos, text, audio clips and short video recordings. If you connect a post-paid from 19 June 2003, you will automatically receive access to MMS. If you have a Pre-Paid mobile service on the GSM network, you may receive access to MMS from 1 March 2004 upon request.
- 5.2 You can send an MMS from your MMS capable handset:
- (a) to other Telstra Mobile, Optus, Vodafone or 3 MMS handsets;
 - (b) to someone's email account; or
 - (c) for viewing online for a limited period at www.telstra.com by someone who does not have an MMS handset.
- 5.3 If you send an MMS for viewing at www.telstra.com, the recipient will be notified, subject to clause 1.1, by SMS.

International MMS

- 5.4 On and from 19 August 2005, you can also send mobile messages containing images, photos, text, audio clips and short video recordings to customers of selected overseas phone companies. Details of the participating overseas phone companies are set out on www.telstra.com.
- 5.5 A size limit of 300 kilobytes per message applies to international MMS. If you try to send an international MMS message larger than 300 kilobytes, your message may not be delivered. Most handsets support previewing of message properties, including file size.

Charges – pre-paid customers

- 5.6 We charge you the following for using MMS from a pre-paid mobile service:

Part E – SMS Messages and Email

MMS Charges (for pre-paid mobile services)	GST excl.	GST incl.
Charge for each Standard MMS sent on and from 27 October 2004 (per recipient)	45.45¢	50¢
Charge for each Video MMS sent on and from 27 October 2004 (per recipient)	68.18¢	75¢
Charge for each International Standard MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	45.45¢	50¢
Charge for each International Video MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	68.18¢	75¢
Charge for each International Standard and Video MMS sent on and from 1 February 2006 (per recipient)	68.18¢	75¢

Charges – post-paid customers

5.7 We charge you the following for using MMS from a post-paid mobile service:

MMS Charges (for post-paid mobile services)	GST excl.	GST incl.
Charge for each Standard MMS sent on and from 8 September 2004 (per recipient)	45.45¢	50¢
Charge for each Video MMS sent between 8 September 2004 and 30 September 2004 (per recipient)	45.45¢	50¢
Charge for each Video MMS sent on and from 1 October 2004 (per recipient)	68.18¢	75¢
Charge for each International Standard MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	45.45¢	50¢
Charge for each International Video MMS sent between 19 August 2005 and 31 January 2006 (per recipient)	68.18¢	75¢
Charge for each International Standard and Video MMS sent on and from 1 February 2006 (per recipient)	68.18¢	75¢

Part E – SMS Messages and Email

A “Standard MMS” is an MMS consisting of text, audio and/or picture content.
A “Video MMS” is any MMS with an MPEG or video file attached.

Use

- 5.8 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to all uses of MMS.

To see Our FairPlay Policy – home and family customers [click here](#); business and government customers [click here](#).

- 5.9 You must not send MMS to people, if you know or should know that they do not want to receive MMS from you.

Content

- 5.10 You are responsible for MMS content you send. You must not send content that is inappropriate or offensive to the intended recipients. You must not engage in messaging activity that interferes with or compromises any other person’s use of the MMS service (such as spamming another person).
- 5.11 You must comply with all laws when creating and sending MMS content. For example, codes of conduct or industry codes (eg those relating to gaming, advertising and privacy) and the laws concerning intellectual property (eg copyright, moral rights and trade marks). You must not send MMS content that is owned by another person without their consent.

Delivery

- 5.12 An SMS notification of an MMS being available for viewing on www.telstra.com will, subject to clause 1.1, be forwarded to the recipient. In some circumstances, an MMS may not be delivered to the recipient due to the following reasons: technical difficulties; the receiving phone is not working properly, is switched off, is out of range or the message storage space on the phone is full; the destination number is invalid or barred from MMS; the person is overseas and the overseas phone company has blocked MMS from us. In such cases Telstra will be unable to deliver the MMS.
- 5.13 We may delete an MMS after it is forwarded to the recipient or viewed online.

Removal or reformatting of MMS content

- 5.14 From time to time the Telstra network may have to adapt the sender’s original content in order to optimise the presentation on the recipient’s device. Sometimes this involves removal of content elements or reformatting. If adaptation has occurred which involved removal of content elements the recipient will be notified of how they can view the original message at www.telstra.com.

Part E – SMS Messages and Email

No guarantee of image quality

- 5.15 As the image quality of MMS depends on the handsets of both the sender and recipient, we cannot guarantee the image quality of MMS and are not responsible for any loss or damage suffered as a result of poor image quality.

Size restrictions

- 5.16 If you attempt to send any MMS message that is larger than 500 kbytes in size, your MMS message may not be successfully submitted and/or received. Most handsets support previewing of message properties, including file size.

Advertising and commercial use

- 5.17 You are not permitted to use MMS to advertise products or services, to sell MMS or make any other commercial use of the MMS service.

Faults

- 5.18 The provisions of Our Customer Terms dealing with fault, repair or restoration of our networks and services do not apply to MMS.

MMS Content Subscriptions

- 5.19 MMS content subscriptions allow customers directly connected to our networks to subscribe for picture messages relating to selected content. MMS subscription content may vary according to your handset's capabilities.
- 5.20 MMS content subscriptions will not be available where you are using your Telstra mobile service outside of Australia.
- 5.21 You agree that the picture message sent to you as part of the MMS content subscriptions are licensed to you for your personal use only and you must not send these on to someone else.

Eligibility for MMS Content Subscriptions

- 5.22 To be eligible for MMS content subscriptions, you must have a Telstra post-paid or Telstra Pre-paid Plus mobile service and a phone which is capable of both receiving and sending picture messages.
- 5.23 You must also satisfy any eligibility requirements specified from time to time by Telstra at <http://www.telstra.com/>.

Part E – SMS Messages and Email

Activating and cancelling your subscription

- 5.24 You may subscribe to your subscription by sending the appropriate text or picture message to 176 at the relevant time. The charges to subscribe to or cancel your subscription by text or picture message are set out below.
- 5.25 You may cancel your subscription by sending the appropriate text or picture message to 176 at the relevant time. The charges to subscribe to or cancel your subscription by text or picture message are set below.

Charges for Content Subscriptions

- 5.26 Picture messages sent to you as part of the MMS content subscriptions are charged upon delivery. We charge you the following fees in relation to MMS content subscriptions.

MMS Content Subscriptions	GST excl.	GST incl.
Fee for text message sent to subscribe	22.73¢	25¢
Fee for text message sent to cancel	22.73¢	25¢
Fee for picture message sent to subscribe	Nil	Nil
Fee for picture message sent to cancel	Nil	Nil
Fee per picture message received as part of the MMS content subscription	68.18¢	75¢

6 SMS Chat

- 6.1 You may use our SMS Chat service to interact with other users in text-based chatrooms if you have a phone which is capable of receiving and sending SMS and you satisfy any eligibility requirements at <http://www.telstra.com/>.
- 6.2 We charge you the standard SMS rate for each SMS you send to use the SMS Chat service.

7 Instant messaging services

(a) General terms applying to all instant messaging services

- 7.1 We provide access to mobile instant messaging and email services: NineMSN Mobile Messaging (“**instant messaging services**”).

Part E – SMS Messages and Email

7.2 The terms set out below apply to your access to each of these instant messaging services, including charges. Standard SMS charges apply when you send any SMS from your phone to register or activate any feature of the instant messaging services. You should read these terms together with the separate terms relating to your instant messaging service.

Message length

7.3 Messages sent using instant messaging services can be up to 153 characters (including spaces).

Use of the service

7.4 You are responsible for your use of the instant messaging services, all equipment and software necessary to use instant messaging services, the security and integrity of your data and all costs associated with accessing instant messaging services through the internet.

7.5 You must not access instant messaging services:

- (a) to breach any laws;
- (b) to infringe a third party's rights;
- (c) to send messages that are indecent, obscene, defamatory, misleading as to your identity or otherwise offensive;
- (d) to interfere with another person's use of instant messaging services;
- (e) to send sensitive information (as messages sent using instant messaging services may travel over networks that are not secure);
- (f) to advertise products or services or send messages that are primarily for a commercial purpose; or
- (g) for emergency purposes or any purpose which is critically dependent on fault-free service.

Suspension of use

7.6 We may suspend your access to instant messaging services at any time and for any reason. For example, we may suspend your access if:

- (a) the network traffic generated by the instant messaging services is interfering or damaging our network; or

Part E – SMS Messages and Email

- (b) we need to maintain our network; or
- (c) it is reasonably necessary to protect our interests or systems.

If we suspend your use access to instant messaging services, we will do so 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](#)

Privacy and your phone number

- 7.7 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>
- 7.8 The mobile phone number you have nominated for instant messaging services will appear in instant messages you send.

Our Customer Service Commitment does not apply

- 7.9 Our Customer Service Commitment does not apply to the instant messaging services.

(b) NineMSN Mobile Messaging

- 7.10 NineMSN Mobile Messaging is a service which is available to customers directly connected to our mobile networks and who use and have NineMSN Hotmail and MSN Instant Messenger accounts.
- 7.11 NineMSN Mobile Messaging allows you to access your NineMSN Hotmail and MSN Instant Messenger accounts from your active mobile service.

Charges for sending messages

- 7.12 We charge you for messages sent by you using NineMSN Mobile Messaging at your standard rate for SMS. We charge you for each message you send from your mobile phone whether or not the message is successfully delivered. This is because in some circumstances despite our reasonable efforts a message may not be deliverable because of technological difficulties or if the person you are sending the message to:
 - (a) has not turned on their mobile handset or has a handset that does not work properly;
 - (b) has not signed in to NineMSN Mobile Messaging;
 - (c) has an invalid number or has a number that is barred from SMS;

Part E – SMS Messages and Email

- (d) is not in a mobile service area or is overseas and the overseas phone company has blocked SMS from us;
- (e) has a mobile handset which is full of messages or otherwise out of memory; or
- (f) no longer has a Telstra mobile service capable of receiving NineMSN Mobile Messaging messages.

Charges for messages sent to you

7.13 We charge you the following for each message sent to your mobile phone from other users of MSN Instant Messenger or your NineMSN Hotmail account. For the reasons described in clause 7.122 above, these charges apply whether or not you receive the message and will not be included in any included calls or included SMS under your plan.

NineMSN Mobile Messaging	GST excl.	GST incl.
Fee per message sent to your mobile phone which is a Welcome message, Hotmail alert, a return Hotmail Inbox, return Hotmail message, return Hotmail message header, Instant Messenger alert, or return Contact List.	22.73¢	25¢

7.14 As messages sent to your mobile phone are limited to 153 characters in length (including spaces), the full text of the Hotmail email or Instant Message may not be delivered to your mobile phone as one message. You will be sent the first part of the message and be asked if you want the remainder of the message sent to you in another SMS. We charge you for each separate message sent to your mobile phone.

Limits on receiving messages

- 7.15 Messages will be sent to your mobile phone under the NineMSN Mobile Messaging service unless you disable or limit the service.
- 7.16 We limit the number of NineMSN Mobile messages you receive on your mobile phone each month to 300 messages. You will be sent an SMS if you reach this limit and will not receive further NineMSN Mobile messages on your mobile phone for the remainder of that calendar month.

Part E – SMS Messages and Email

8 Text messaging for fixed phone services (including Talking Text messages)

What is the text messaging service for fixed phone services?

- 8.1 The text messaging service for fixed phone services lets you send a short text message to, or receive a short text message from, a compatible fixed phone service (as described in this section).
- 8.2 A text message to a fixed phone service is delivered in one of 3 ways:
- (a) if sent to a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network, with SMS compatible equipment, the message is delivered in text similar to a mobile phone display;
 - (b) if sent to a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network using a fax machine that is set up to receive faxes at the time the message is delivered, the message is delivered by fax; or
 - (c) otherwise, the message is delivered by converting text-to-speech which we call a “Talking Text” message.

Receiving, sending and replying to a text message

- 8.3 You can automatically send a text message to a fixed phone service that is compatible with the text messaging service from your Telstra Mobile service (as described in the Telstra Mobile section of Our Customer Terms), which you acquire directly from us as a retail customer.
- 8.4 You can automatically receive a text message from someone’s fixed phone service if they have a fixed phone service that is compatible with the text messaging service and they are a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network.
- 8.5 You can find out more about which fixed phone services are compatible with the text messaging service by asking us.
- 8.6 You can only send a text message to a full national number that starts with an area code.
- 8.7 If a recipient of a text message is a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network but does not have SMS compatible equipment with their fixed phone service, they can send a preset reply by selecting from a menu.

Part E – SMS Messages and Email

- 8.8 Some fixed phone services are not able to send or reply to a text message, including the following types of service:
- (a) an Incontact Telephone Service (as described in the Incontact Telephone Service section of Our Customer Terms);
To see this section of Our Customer Terms, – home and family customers [click here](#); business and government customers [click here](#).
 - (b) a prepaid service;
 - (c) a service that has been suspended for non-payment of a bill;
 - (d) any other service that cannot incur charges; or
 - (e) a service connected to the network of another carrier.

You can ask us for more details about compatible services.

- 8.9 We will provide the text messaging to fixed phone service to you in accordance with this section, however given the nature of telecommunications systems we cannot promise that the service will be continuous or fault free. We cannot guarantee that the person you are sending a message to will be able to receive or reply to it.

Charges

- 8.10 There are no monthly access charges for the text messaging to fixed phone service. We charge you the standard charge for sending an SMS from your Telstra Mobile Service (as set out in the Telstra Mobile Section of Our Customer Terms) for sending a text message to a fixed phone service.
- 8.11 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.
- 8.12 We charge you for each message sent, even if that message is not delivered or received. We do not charge you for sending a text message to a fixed phone service if we are not able to deliver the message to the recipient because:
- (a) the recipient's fixed phone service is not compatible with the text messaging service; or
 - (b) the recipient's fixed phone service is barred from receiving text messages.
- 8.13 If you call the text messaging platform from your Telstra mobile service (eg to retrieve messages or configure the text messaging service for a fixed phone service) and the call is connected, we will charge you what we would charge you for calling a fixed phone service from your Telstra mobile.

Part E – SMS Messages and Email

- 8.14 Charges for sending text messages to fixed phone services are included in any “included calls” or “included SMS” component under your pricing plan, unless the specific terms for your plan say otherwise.

Delivery of text messages to fixed phone services

- 8.15 You may not know if the recipient has received the message. You will only receive a notification that the message could not be sent if we are not able to deliver to the recipient because:

- (a) they are not a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network;
- (b) their Basic Telephone Service is not compatible with the text messaging service; or
- (c) they have barred their Basic Telephone Service from receiving text messages.

- 8.16 We take reasonable steps to deliver text messages to fixed phone services. However, we may not be able to deliver a text message or reply message, or it may not be received if:

- (a) the recipient is not able to or does not accept the text message;
- (b) the recipient’s phone, device or messaging service is not working properly or is turned off;
- (c) the message storage space in the recipient’s phone, device or messaging service is full;
- (d) the recipient’s fixed phone service is barred from receiving text messages;
- (e) it is delivered to the recipient’s answering service and the message is deleted before being accessed; or
- (f) the recipient is a mobile customer who is out of mobile service range; or
- (g) the recipient’s phone service is provided by an overseas network service provider.

- 8.17 You will only receive a notification that the message cannot be sent if the person you are sending the message to is not able to receive the message because:

- (a) their fixed phone service is not compatible with the text messaging service; or
- (b) their fixed phone service is barred from receiving text messages.

Part E – SMS Messages and Email

- 8.18 We try to deliver a text message to a fixed phone service at intervals for up to 7 days. If it cannot be delivered during that period, the message is deleted from our system and not delivered.
- 8.19 We do not try to deliver Talking Text messages to a fixed phone service using the text-to-speech translator between midnight and 8:00 am, unless the fixed phone customer has overridden this feature on their service. If a message is scheduled for delivery during this time, we hold it and try to deliver it to them after 8:00 am.
- 8.20 If the call to deliver the Talking Text message is answered by a compatible messaging service, we deliver the message to the messaging service.
- 8.21 If the fixed phone customer has Call Forward, diversion or redirection switched on, we do not deliver the message to the diverted answering point and instead we hold the message and try to deliver it later or if it is a Talking Text message we deliver it to their compatible MessageBank or Telstra Home Messages 101 service if they have one.
- 8.22 We cannot control, and are not responsible for, when or how a Talking Text message is delivered to a fixed phone service provided by another carrier that is not connected to the Telstra network.
- 8.23 Even though a text message is delivered to the intended recipient's fixed phone service, there is no guarantee that the intended recipient will view, listen to or understand the delivered message.
- 8.24 Unless the recipient is a Telstra retail customer, or a Telstra wholesale customer or end-user of a Telstra wholesale customer connected to the Telstra network and has SMS compatible equipment that enables sub-addressing, anyone with access to the fixed phone service can listen to or view a text message sent to that service. If the message has been delivered to a messaging service or fax machine, anyone with access to that messaging service or fax machine can listen to or view the message.
- 8.25 Where the text message is delivered as a Talking Text message using text-to-speech translation:
- (a) we consider the Talking Text message to be delivered once the text-to-speech translator starts delivering the content of the message during a delivery call;
 - (b) we do not promise that the text-to-speech translator correctly translates the text of a Talking Text message; and
 - (c) if the text-to-speech translator cannot translate a word, the letters or symbols may be spelt out instead.

Part E – SMS Messages and Email

Use and content of text messages to fixed phone services

- 8.26 You are responsible for the content of any text message you send.
- 8.27 You must not use the text messaging to fixed phone service:
- (a) to breach any laws;
 - (b) to infringe a third party's rights;
 - (c) to send messages that are indecent, obscene, defamatory, harassing, threatening, misleading as to your identity or otherwise offensive;
 - (d) to interfere with another person's use of the text messaging service;
 - (e) to send unsolicited commercial messages;
 - (f) to send a commercial message with inaccurate information about the sender; or
 - (g) to send a commercial message without a way for the recipient to advise the sender that they no longer wish to receive messages from the sender or without actioning such a request.

We may suspend, limit or disable your use of the text messaging to fixed phone service at any time if you have used the service in a way described above.

Security

- 8.28 Text messages to fixed phone services are not encrypted so it is possible that **a third party could intercept a text message** during transmission or delivery.

Not suitable for emergencies, critical or important messages

- 8.29 Text messages to fixed phone services are not suitable for telling or warning people about serious risks, important matters, time critical matters or asking emergency service organisations to come to someone's aid. A message which is sent may not be able to be delivered or may not be received by the recipient (either immediately or at all). Because of this, you should decide (and are responsible for deciding) whether a text message is the most appropriate way to deliver your message, particularly where it is important that the message be received by the recipient or where the message needs to be received or acted on within a certain time.

Duration

- 8.30 We may modify or withdraw the text messaging to fixed phone service in accordance with the General Terms of Our Customer Terms. As a minimum, we will use our reasonable

Part E – SMS Messages and Email

endeavours to tell you at least 30 days beforehand if we withdraw the text messaging to fixed phone service or modify it to your detriment.

Wholesale Customers

8.31 A reference to a wholesale customer in clauses about the text messaging to fixed phone service has the meaning given in the [Wholesale Services section of Our Customer Terms](#).

9 Text messaging for 13x, 1300x and 180x services

What is the text messaging service for 13x, 1300x and 180x services?

9.1 From 4 December 2008, you can automatically send a short text message from your Telstra Mobile service to a 13x, 1300x or 180x service which has been enabled to receive SMS.

9.2 We take reasonable steps to deliver text messages to 13x, 1300x and 180x services. However, we will not be able to deliver a text message if the recipient’s system is not enabled to receive text messages.

9.3 You may not know if the recipient has received the message.

9.4 We will provide the text messaging to 13x, 1300x and 180x services to you in accordance with this section, however given the nature of telecommunications systems we cannot promise that the service will be continuous or fault free.

Charges

9.5 There are no monthly access charges for the text messaging to 13x, 1300x and 180x services.

9.6 We charge you the following for each text message sent from your Telstra Mobile Service to a 13x, 1300x and 180x service:

Text Message	Maximum cost per text message	
	GST excl.	GST incl.
Fee per message sent from your Telstra Mobile Service to a 180x service which has been enabled to receive SMS.	27.27¢	30¢
Fee per message sent from your Telstra Mobile Service to a 13x service which has been enabled to receive SMS.	27.27¢	30¢

Part E – SMS Messages and Email

Fee per message sent from your Telstra Mobile Service to a 1300x service which has been enabled to receive SMS.	27.27¢	30¢
---	---------------	------------

- 9.7 We charge you for each message sent, even if that message is not delivered or received.
- 9.8 Charges for sending text messages to 13x, 1300x and 180x services are not included in any “included calls” or “included SMS” component under your pricing plan.
- 9.9 Discounted or free SMS offers do not apply to charges for sending text messages to 13x, 1300x and 180x services.

Not suitable for emergencies, critical or important messages

- 9.10 Text messages to 13x, 1300x and 180x services are not suitable for telling or warning people about serious risks, important matters, time critical matters or asking emergency service organisations to come to someone’s aid. A message which is sent may not be able to be delivered or may not be received by the recipient (either immediately or at all). Because of this, you should decide (and are responsible for deciding) whether a text message is the most appropriate way to deliver your message, particularly where it is important that the message be received by the recipient or where the message needs to be received or acted on within a certain time.

10 Telstra Online Text Buddy

What is Telstra Online Text Buddy?

- 10.1 Telstra Online Text Buddy allows eligible customers to send SMS from their compatible computers using the Telstra Online Text Buddy application software.
- 10.2 Telstra Online Text Buddy is linked to your Telstra mobile service. When you send an SMS using Telstra Online Text Buddy it will appear to the other person as if it was sent from your mobile service.
- 10.3 Telstra Online Text Buddy cannot be used to receive SMS. All replies to SMS sent using Telstra Online Text Buddy will be directed to your chosen Telstra mobile service. You must have an SMS-capable mobile handset to receive SMS replies.

SMS, Talking Text and Telstra Online Text Buddy software Licence Agreement

- 10.4 The SMS terms in this Part will apply when you send an SMS using Telstra Online Text Buddy.

Part E – SMS Messages and Email

- 10.5 The Talking Text terms in this Part will apply when you send an SMS to a compatible Basic Telephone Service that is a Talking Text message.
- 10.6 Your use of the Telstra Online Text Buddy application is also subject to the Telstra Online Text Buddy software Licence Agreement which we show you and you must agree to before you download the Telstra Online Text Buddy application.

Eligibility

- 10.7 You are eligible to send SMS using Telstra Online Text Buddy if you:
- (a) have a Telstra mobile service that is directly acquired from us as a retail customer which is capable of sending SMS;
 - (b) have an active internet connection to send SMS using Telstra Online Text Buddy; and
 - (c) your computer is compatible with downloading the Telstra Online Text Buddy application to your computer hardware and/or operating system.
- 10.8 You will not be able to send SMS using Telstra Online Text Buddy if:
- (a) your Telstra mobile service has been suspended or cancelled;
 - (b) your Telstra Online Text Buddy service has been deactivated because for example you became a wholesale customer or an end user of a wholesale customer of the Telstra mobile service; the mobile number for your service has changed;
 - (c) your Telstra Online Text Buddy service was activated using a pre-paid Telstra mobile service (including Telstra Pre-paid Plus) and your account balance is insufficient to send SMS; or
 - (d) you have asked us to bar the sending of SMS from the Telstra Online Text Buddy application in relation to your Telstra mobile service.
- 10.9 We will tell you if your SMS was not sent successfully.
- 10.10 You can use Telstra Online Text Buddy to send SMS to any number that is capable of receiving SMS.

For example, you may be able to send Telstra Online Text Buddy messages to a national mobile number, an international mobile number, a "176" number or a "188" number. You may also be able to send SMS using Telstra Online Text Buddy to some Telstra Basic Telephone Services using the Talking Text service as described in Our Customer Terms.

Part E – SMS Messages and Email

10.11 You cannot use Telstra Online Text Buddy if you are a wholesale customer or end user of a wholesale customer. A reference to a wholesale customer in this section has the meaning given in the Telstra Wholesale Services section of Our Customer Terms.

Delivery of SMS sent using Telstra Online Text Buddy

10.12 We will use reasonable care and skill in delivering SMS sent using Telstra Online Text Buddy. However, in some circumstances despite our reasonable efforts a message may not be deliverable because of technological difficulties or because the person you are sending the message to:

- (a) has not turned on their phone, device or messaging service;
- (b) has a phone, device or messaging service that does not work properly;
- (c) has an invalid number or has a number that is barred from SMS or Talking Text messages (as applicable);
- (d) is not in a mobile service area;
- (e) is overseas and the overseas phone company has blocked SMS from us;
- (f) has a phone, device or messaging service which is full of messages or otherwise out of memory;
- (g) no longer has a Telstra mobile service capable of receiving SMS; or
- (h) in relation to a Talking Text message:
 - is not able to or does not agree to receive the Talking Text message; or
 - has an answering service which received the Talking Text message but has deleted the message before accessing it..

10.13 We will try to deliver an SMS sent using Telstra Online Text Buddy for up to 7 days. If it cannot be delivered after 7 days, the SMS will be deleted from the Telstra network.

Charges

10.14 When you register to use Telstra Online Text Buddy you will not be charged to receive the PIN that is sent to your mobile handset.

10.15 You will be charged for all SMS sent using Telstra Online Text Buddy at your applicable SMS rate.

Part E – SMS Messages and Email

- 10.16 If you have an SMS bonus option, all SMS sent from Telstra Online Text Buddy will be charged as per your bonus option and the cost of these SMS cannot be deducted from any monthly included call component or Bonus Options allowance applicable to your plan except for the following plans:
- (a) Telstra Capped Plans;
 - (b) communic8 post-paid Plans;
 - (c) Phone Plans, Casual Plans or Member Plans;
 - (d) Telstra Mobile Phone Plans, Casual Telstra Mobile Plans or Telstra Mobile Plan Member Plans; or
 - (e) Direct Plans.
- 10.17 SMS sent from Telstra Online Text Buddy are not compatible with single bill discounts.
- 10.18 You can choose between two options for sending SMS. You can choose to set up the Telstra Online Text Buddy application to:
- (a) not let you send any SMS that has more than 160 characters (including spaces); or
 - (b) let you send SMS messages with more than 160 characters (including spaces) but no more than 455 characters (including spaces).
- 10.19 If you set up Telstra Online Text Buddy to only send SMS with up to 160 characters, you will be charged the standard SMS rate under your mobile plan for each SMS of up to 160 standard characters you send using Telstra Online Text Buddy.
- 10.20 If you set up Telstra Online Text Buddy so you can send SMS with more than 160 characters, because of technological requirements, each SMS you send will be measured in blocks of 152 standard characters. Each block of 152 standard characters or less will be charged as a single SMS according to the standard SMS rate under your mobile plan. If you choose this option, we will tell you the number of SMS you are sending before you send the SMS.
- If you have chosen this option so you can send SMS with more than 160 characters, sending a message with 152 characters or less will be charged as 1 SMS. Sending a message with between 153 and 304 characters will be charged as 2 SMS. Sending a message with between 305 and 455 characters will be charged as 3 SMS.
- 10.21 You must pay all charges for SMS sent (even if the charges are incurred by another person with access to your Telstra Online Text Buddy service). Unless the SMS sent using Telstra Online Text Buddy is a Talking Text message and the Talking Text terms state

Part E – SMS Messages and Email

otherwise, charges apply when a message is sent, whether or not the message is received, for reasons described above.

- 10.22 You can send one SMS to up to 30 mobile services at a time, each charged as a separate SMS sent.

A single 160 standard character SMS sent to 10 mobile services will be charged as 10 individual SMS messages. One single 455-character SMS sent to 30 mobile services will be charged as 90 individual SMS messages.

- 10.23 Charges for SMS sent using Telstra Online Text Buddy appear on the bill for the Telstra mobile service which you used to activate Telstra Online Text Buddy.

- 10.24 In addition to any charges for sending SMS using Telstra Online Text Buddy, you are responsible for paying your internet service provider for any internet connection and/or carriage charges for using the Telstra Online Text Buddy.

Limits on sending SMS using Telstra Online Text Buddy

- 10.25 You can ask us to bar your mobile service so that you cannot send SMS using Telstra Online Text Buddy. This is separate to barring SMS from being sent your mobile handset. You can find out whether barring is in place by calling us on 125111.

In order to bar the use of Telstra Online Text Buddy with your mobile service, you must ask us to bar Telstra Online Text Buddy specifically. Otherwise, even if you have put SMS barring in place and limited your service so no SMS can be sent using your mobile handset, it may still be possible to send SMS using Telstra Online Text Buddy.

Security

- 10.26 You are responsible for the security of your username and password, and it is important to ensure that these details are not stolen or used by another person without your authorisation. If you give another person your username and/or password to access the Telstra Online Text Buddy service, you must ensure that they are aware of and comply with the Telstra Online Text Buddy terms.

Content of SMS sent using Telstra Online Text Buddy

- 10.27 You are responsible for the content of any SMS you send using Telstra Online Text Buddy.

11 MyInbox

Service description

- 11.1 MyInbox is an online mailbox that allows MyConnect customers who created their MyConnect accounts prior to 24 January 2012 to:

Part E – SMS Messages and Email

- (a) access their BigPond and other compatible POP/IMAP e-mail addresses to send and receive e-mail;
- (b) use online contacts, calendars, tasks and notes;
- (c) access mobile and home and office voicemail online; and
- (d) send messages online that will come from your linked Telstra mobile service and Basic Telephone Service.

11.2 From 24 January 2012 we will no longer be offering MyInbox to new customers. Customers with an eligible Telstra pre-paid or post-paid mobile service who created their MyConnect accounts prior to 24 January 2012 may also use MyInbox for messaging.

Access

11.3 You:

- (a) can access MyInbox from any computer which is connected to the internet, by logging onto Telstra's MyConnect sites at <http://messaging.bigpond.com> or <https://messaging.telstrabusiness.com>; and
- (b) [may be charged for the data that you download from your MyInbox account, depending on how you access MyInbox.](#)

Size

11.4 The total size of your MyInbox account (including your inbox and personal folders) is 1GB. You cannot send mail messages from, or receive mail messages to, your MyInbox when you reach this cap.

11.5 We may not deliver a mail message sent by you from MyInbox if:

- (a) the size of the mail message (including attachments) exceeds 10MB; or
- (b) the total of all your mail messages in MyInbox (including attachments and messages stored in personal folders) exceeds 1GB.

11.6 We may not deliver a mail message sent to your MyInbox where:

- (a) the size of the mail message (including attachments) exceeds 10MB;
- (b) the total of all your mail messages in MyInbox (including attachments and messages stored in personal folders) exceeds 1GB.

Part E – SMS Messages and Email

Time limits – storage and log-on

- 11.7 We may delete any mail message stored for 7 consecutive calendar days or more in the “Deleted Items” or “Outbox” personal folders of your MyInbox.
- 11.8 With the exception of mail stored in your personal folders, all other mail messages stored in the inbox of your MyInbox account for 180 consecutive calendar days or more may be deleted.
- 11.9 We will disable your MyInbox if:
- (a) you do not login to MyInbox for a period of 120 consecutive calendar days, except if you are a BigPond customer; or
 - (b) you do not comply with these terms or the terms of your BigPond, Telstra mobile or Basic Telephone Service service/s (as the case may be) to which this service relates.
- 11.10 If we disable your MyInbox, all mail messages stored in your MyInbox at that time will be deleted, and you may not be eligible to use MyInbox and MyConnect in the future.
- 11.11 All mail messages that are deleted from your MyInbox cannot be retrieved or accessed by you.
- 11.12 If we delete mail messages from your MyInbox, or mail messages sent to your MyInbox, we are not obliged to notify you or the sender of the mail message.

Linking your mobile phone - voicemail and videomail retrieval

- 11.13 If you have a Telstra post-paid or pre-paid mobile service that is linked to your MyConnect account and with an active MessageBank service, you can retrieve voicemail and videomail messages on your mobile service via your MyInbox.
- 11.14 We charge you the following to retrieve unread voicemail and videomail messages from your MyInbox:

Message type	Price per unread message retrieved (ex GST)	Price per unread message retrieved (incl GST)
Voicemail	27.27¢	30¢

Part E – SMS Messages and Email

Message type	Price per unread message retrieved (ex GST)	Price per unread message retrieved (incl GST)
Videomail	27.27¢	30¢

- 11.15 You will not be charged for retrieving any voicemail or videomail messages via your MyInbox that you have already retrieved on your mobile phone (and are marked as read).
- 11.16 Voicemail and videomail messages retrieved via your MyInbox will be stored in your MyInbox for 7 consecutive calendar days from the time of retrieval and deleted after that time (unless you move them to a personal folder within that 7 day period).
- 11.17 Any voicemail or videomail read or deleted via MyInbox will be also marked as read or deleted (as the case may be) in the messaging folder on your mobile phone.

Linking your mobile phone - SMS & MMS messaging and SMS Alerts

- 11.18 If you have a Telstra post-paid or pre-paid mobile service that is linked to your MyConnect account and a mobile handset that is capable of sending and receiving SMS and MMS messages, you can use MyInbox to:
 - (a) send SMS and MMS messages from your computer to a compatible mobile phone or compatible fixed phone service (you can find out more about services that are compatible with MyInbox by asking us);
 - (b) send SMS messages from a compatible mobile phone to your computer (via MyInbox at “125Inbx”);
 - (c) automatically receive MMS messages sent to a compatible mobile phone on your computer (via MyInbox); and
 - (d) send an SMS Alert to a compatible mobile phone when you create an event or anniversary reminder in the calendar of MyInbox.
- 11.19 All replies to SMS or MMS messages sent from your computer via MyInbox will be directed to your Telstra mobile service, and not to MyInbox.
- 11.20 All size, capacity, image quality and other limitations that apply to SMS and MMS generally will also apply to SMS and MMS messages sent from MyInbox. These can be

Part E – SMS Messages and Email

found in Part E of the Telstra Mobile section of Our Customer Terms at http://www.telstra.com.au/customerterms/home_mobile_sms_mess.htm and http://www.telstra.com.au/customerterms/bus_mobile_sms_mess.htm.

- 11.21 If we delete any SMS messages or MMS messages sent or received using this service, we are not obliged to notify you or the sender of the message.
- 11.22 You may elect to receive a message record in the “Sent Items” folder of your MyInbox for each SMS message and MMS message you send from MyInbox.
- 11.23 We charge you for each SMS messages and MMS message sent whether or the SMS or MMS is delivered or received.
- 11.24 We will add the charges to your Telstra post-paid mobile bill or deduct them from your Telstra pre-paid account, as the case may be. If you are a post-paid customer, we may deduct the charges from any monthly included calls or included SMS or MMS component of your Telstra mobile service.
- 11.25 If your MyInbox account is terminated or cancelled for any reason, we may issue a final invoice immediately upon termination or cancellation.
- 11.26 You can send an SMS or MMS message (as the case may be) to up to 25 compatible mobile or fixed phone services at a time from a compatible computer. We charge you for each individual mail message sent. For example, one SMS message sent to 25 services will be charged as 25 SMS messages.

SMS charges

- 11.27 We charge you the standard rate under your Telstra mobile plan for any SMS messages you send from MyInbox, which will be applied to the bill of your linked Telstra mobile service (provided you have selected your Telstra mobile service, and not a linked Basic Telephone Service, as the “From” account in the settings page).
- 11.28 You will also be charged at your standard rate for SMS Messages you send from your mobile phone to MyInbox using 125Inbx.

SMS Alert charges

- 11.29 We charge you the following for SMS Alerts:

Part E – SMS Messages and Email

Message type	Price per message (ex GST)	Price per message (incl GST)
SMS Alert	4.54¢	5¢

MMS charges

11.30 We charge you the following for MMS messages:

Message type	Price per message (ex GST)	Price per message (incl GST)
Domestic MMS text, image and audio messages	45.45¢/recipient	50¢/recipient
Domestic MMS video messages	68.18¢/recipient	75¢/recipient
MMS messages sent to international mobile phone	68.18¢/recipient	75¢/recipient

Linking your home/office phone – voicemail retrieval

- 11.31 If you link an eligible Basic Telephone Service with an active MessageBank, Home Messages 101 or MessageBank Virtual service to your MyInbox account, you can retrieve voicemail messages left on your Basic Telephone Service via your MyInbox.
- 11.32 There is no charge to retrieve Basic Telephone Service voicemail messages from a MessageBank, Home Messages 101 or MessageBank Virtual service via MyInbox account.
- 11.33 Voicemail messages retrieved via your MyInbox will be stored in your MyInbox for 7 consecutive calendar days from the time of retrieval and deleted after that time (unless you move them to a personal folder within that 7 day period).
- 11.34 Any voicemail read or deleted via MyInbox will be also recorded as read or deleted (as the case may be) on the MessageBank, Home Messages 101 or MessageBank Virtual service (as applicable).

Part E – SMS Messages and Email

- 11.35 You must have the permission of the account holder of the eligible Basic Telephone Service to link their service to your MyInbox account. The:
- (a) account holder will be notified that you have linked your MyInbox account to their service;
 - (b) account holder may disconnect the link to their Basic Telephone Service to your MyInbox account at any time; and
 - (c) user name for your MyInbox account will be visible to other users who have linked their MyInbox account to the same Basic Telephone Service.
- 11.36 A maximum of 15 MyInbox accounts may be linked to an eligible Basic Telephone Service at any time.

Linking your home/office phone – SMS messaging

- 11.37 If you have an eligible Basic Telephone Service with an active MessageBank, HomeMessages 101 or MessageBank Virtual service that is linked to your MyInbox account, you can use MyInbox to send SMS messages from the Basic Telephone Service to a compatible mobile phone or compatible fixed phone service. You can find out more about services that are compatible with MyInbox by asking us.
- 11.38 We charge you for each SMS message sent, whether is delivered or received, at the following rate:

Message type	Price per message (ex GST)	Price per message (incl GST)
Domestic SMS	22.73¢/recipient	25¢/recipient
International SMS	31.82¢/recipient	35¢/recipient

- 11.39 The above charges will be applied to the bill of your linked Basic Telephone Service (provided you have selected your Basic Telephone Service, and not a linked mobile service, as the “From” account in the settings page).
- 11.40 Paragraphs 11.24 to 11.26, and 11.29 to 11.30 of this Part E apply to SMS messages sent via an eligible Basic Telephone Service.

Part E – SMS Messages and Email

11.41 All replies to SMS messages sent from MyInbox will be directed to your Basic Telephone Service, and not to MyInbox. You will receive these replies in one of the ways set out below:

- (a) if the replies are sent to a customer with SMS compatible equipment, the message is delivered in text similar to a mobile phone display;
- (b) if the replies are sent to a customer who is using a fax machine that is set up to receive faxes at the time the message is delivered, the message is delivered by fax; or
- (c) in all other cases:
 - (i) if you answer the incoming reply message as it is received on your phone, the message is delivered by converting text-to-speech which we call a “Talking Text” message; or
 - (ii) if you do not answer the incoming message on your phone, the reply message is delivered as a “Talking Text” message voicemail to your MyInbox.

11.42 You must have the permission of the account holder of the eligible Basic Telephone Service to link that service to your MyInbox account. Paragraph 11.39(a) to (c) applies your sending SMS messages using a Basic Telephone Service.

MyDesktop Messaging – sending SMS and MMS via Microsoft Outlook®

11.43 The MyDesktop Messaging feature (downloadable from MyInbox) allows you to send SMS and MMS messages to compatible mobile services or compatible fixed phone services from the Microsoft Outlook application on your computer.

11.44 To be eligible to use MyDesktop Messaging feature, you must have a computer with internet access and a compatible version of Microsoft Windows and Outlook (as notified by us). You must also have linked your MyInbox account to a:

- (i) Telstra mobile post-paid or pre-paid service. This will allow you to send SMS and MMS messages from that mobile via Microsoft Outlook; or
- (ii) Basic Telephone Service on a Telstra plan (excluding HomeLine Part and BusinessLine Part) with an active MessageBank, Home Messages 101 or MessageBank Virtual service. This will allow you to send SMS messages from that Basic Telephone Service from Microsoft Outlook.

11.45 You must download the MyDesktop Messaging application from the settings page of MyInbox to use this service. Once downloaded, MyDesktop Messaging will be available via the toolbar of your Microsoft Outlook application.

Part E – SMS Messages and Email

11.46 If you have linked a Telstra mobile service to MyInbox, we will charge you the SMS and MMS rates in paragraphs 11.31 and 11.34 above for each SMS or MMS message sent using MyDesktop Messaging. These charges will appear on your mobile phone bill (if you are a post-paid customer) or be deducted from your pre-paid account balance (if you are a pre-paid customer).

11.47 If you have linked your eligible Basic Telephone Service to MyInbox, we will charge you the following rates for sending SMS messages using MyDesktop Messaging (which will be applied to the bill for your Basic Telephone Service):

Message type	Price per message (ex GST)	Price per message (incl GST)
Domestic SMS	22.73¢/recipient	25¢/recipient
International SMS	31.82¢/recipient	35¢/recipient

11.48 If you have linked both a Telstra mobile service and eligible Basic Telephone Service to MyInbox, all SMS and MMS messages sent using MyDesktop Messaging will appear as being sent from your mobile service number, and you will be charged and billed to your mobile service.

11.49 All replies to SMS or MMS messages sent from your Telstra mobile service via Microsoft Outlook using MyDesktop Messaging will be directed to your Telstra mobile service, and not to Microsoft Outlook.

11.50 All replies to SMS messages sent from your eligible Basic Telephone Service via Microsoft Outlook using MyDesktop Messaging will be directed to your Basic Telephone Service, and not to Microsoft Outlook. You will receive these replies in one of the ways described in paragraph 11.45.

11.51 Paragraphs 11.24 to 11.27 and 11.29 to 11.30 above apply to SMS and MMS messages sent using the MyDesktop Messaging feature.

General Conditions of MyInbox

Application

11.52 The following terms and conditions apply to MyInbox.

Part E – SMS Messages and Email

Availability

- 11.53 We will use reasonable care and skill in providing MyInbox, and will use all reasonable efforts to, as soon as possible, rectify any problem notified to us. However, due to the nature of the services, we do not promise that it will be continuous, accessible or at all times or fault-free.
- 11.54 MyInbox isn't available to Telstra wholesale customers or for resale. You cannot assign or resupply MyInbox to a third party.

FairPlay

- 11.55 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms), Acceptable Use Policy (set out in Part A – General Terms for BigPond Services of Our Customer Terms) and the terms of your applicable Internet service and Telstra mobile service (as applicable) apply to your use of MyInbox.

Linked Mobile Service

- 11.56 You can only register one Telstra mobile service to use with MyInbox at a time. You can change the Telstra mobile service connected to your MyInbox, by unlinking your existing Telstra mobile service and linking your new Telstra mobile service, provided that you are the account holder for the new Telstra mobile service.

Your responsibilities

- 11.57 You are responsible for:
- (a) all content sent to and from your MyInbox;
 - (b) all equipment and software used to access MyInbox;
 - (c) the consequences of any filtering or other application you choose to apply to MyInbox;
 - (d) paying your internet service provider for any internet connection and/or carriage charges associated with using MyInbox.
- 11.58 You must:
- (a) pay all fees and charges associated with your use of the MyInbox;
 - (b) promptly tell us if you believe or suspect that the service has been compromised or is being used in a manner that breaches these terms;
 - (c) regularly check your MyInbox (or, if you have arranged for emails sent to MyInbox to be forwarded to an alternate email address, you must check that

Part E – SMS Messages and Email

alternate email address), mobile phone or primary email address for messages about your MyInbox service;

- (d) comply with all relevant laws when creating and sending mail messages;
- (e) not send content via MyInbox that is inappropriate or offensive to the intended recipients;
- (f) not use MyInbox for commercial purposes; and
- (g) not use MyInbox for any purpose which is critically dependent on a fault-free service.

Software

11.59 If we provide you with software to use with MyInbox and terms accompany the software, then we provide that software to you on the terms that accompany it.

11.60 If we provide you with software and no terms accompany the software, then:

- (a) we grant you a non-exclusive, non-transferable licence to use the software for the sole purpose of using the service on these terms;
- (b) you must not use, or permit any person to use, the software in any way that is not permitted by these terms; and
- (c) without limiting clause 11.60(b), you must not:
 - (i) use the software on behalf of, or for the benefit of, any other person; or
 - (ii) disassemble, reverse engineer or create more than one copy of the software (unless you have a statutory right to disassemble, reverse engineer or create more than one copy of the software, in which case you must only do so to the extent permitted by your statutory right).

Synchronisation & Storage

11.61 While we will take reasonable steps to protect your data while stored in MyInbox, we are not responsible for any loss of data (by whatever means) caused by your use of MyInbox.

Virus & Spam e-mails

11.62 While we will take reasonable steps to prevent you from receiving:

- (a) mail messages that we identify as containing a virus that we know about, or

Part E – SMS Messages and Email

- (b) mail messages that we identify as an unsolicited commercial or bulk mail message,

via MyInbox, we do not guarantee that you will not receive mail messages with a virus or that are unsolicited commercial or bulk mail messages.

Termination and suspension

11.63 Unless otherwise specified in these terms, you may cancel your MyInbox at any time by contacting Telstra at “13Pond” or via any other method nominated in these MyInbox terms.

11.64 We may cancel or suspend your MyInbox:

- (a) at any time if:
 - (i) your MyInbox account is cancelled or suspended;
 - (ii) your BigPond service or Telstra mobile service to which the service relates are cancelled or suspended; or
 - (iii) you do not comply with these terms, the terms of your BigPond service or the terms of your Telstra mobile service to which this service relates; or
- (b) otherwise, on 30 days’ written notice.

11.65 If your MyInbox is cancelled:

- (a) cancellation will become effective on the first day of the next month in billing cycle; and
- (b) we will store your data for 30 calendar days from the date of cancellation.

12 Social Network Messaging service

What is the Social Network Messaging service?

12.1 The Social Network Messaging service allows Telstra mobile customers who use the websites of eligible social networks to:

- (a) receive notifications by SMS from the social networking website, on their Telstra mobile; and

Part E – SMS Messages and Email

- (b) send SMS updates and messages from their Telstra mobile to the social networking website.

Eligibility and availability

- 12.2 The Social Network Messaging service can only be used in conjunction with eligible social networking websites that we advertise on our website, telstra.com (“**Eligible Social Networks**”). Currently, the Eligible Social Networks are Facebook and Twitter.
- 12.3 To use the Social Network Messaging service, you must first become a member of one or more of the Eligible Social Networks.
- 12.4 The Social Network Messaging Service is available to pre-paid and post-paid Telstra mobile customers using any device type that supports SMS on either the Telstra 2G or Next G™ networks.
- 12.5 The Social Network Messaging Service is available until withdrawn by us. We can withdraw this service at any time, but we will notify you if we do so. Because the Eligible Social Network controls how you sign up for this service, you may not receive notification until after the service has been withdrawn.

Who these terms apply to

- 12.6 These terms apply to you if you activate SMS notifications with an Eligible Social Network and you:
 - (a) receive SMS notifications from that Eligible Social Network to your Telstra mobile; or
 - (b) send SMS updates from your Telstra mobile to the Eligible Social Network.

Charges for the Social Network Messaging Service

- 12.7 We do not charge you for receiving SMS notifications from an Eligible Social Network to your Telstra mobile.
- 12.8 If you send an SMS from your Telstra mobile to an Eligible Social Network, we will charge you the standard rate that we charge for sending an SMS to a non-Telstra mobile number under your Telstra mobile plan.
- 12.9 If your Telstra mobile plan allows you to send free or discounted SMS to particular numbers that you nominate, you cannot nominate the SMS access code for an Eligible Social Network as one of those numbers

Part E – SMS Messages and Email

12.10 If you send SMS updates using the Social Network Messaging Service while you are overseas, you will be charged the standard international roaming rates that apply under your Telstra mobile plan.

What we are not responsible for

12.11 We are not responsible for any service or content provided to you by an Eligible Social Network website.

12.12 You are responsible for SMS updates or messages that you send. You must not send content or links to content that is inappropriate or offensive. You must not engage in messaging activity that interferes with or compromises any other person's use of the Social Network Messaging service (such as spamming another person). If we reasonably believe that you are using the service in this way we may:

- (a) bar your access to, or cancel, your Social Network Messaging service without notice to you; or
- (b) suspend or cancel the Telstra mobile service that you are using in breach of this clause. We will give you notice before we do so, unless the conduct is so serious that it requires immediate action by us.

12.13 You must comply with all laws when sending SMS updates via the Social Network Messaging service, including intellectual property laws. If we reasonably believe that you have failed to comply with any law, we may bar your access to, or cancel, your Social Network Messaging service without notice to you.

12.14 We are not responsible if an Eligible Social Network changes its service and this affects you or affects the Social Network Messaging Service. For example, an Eligible Social Network may at any time change or withdraw its service, which may mean that we can no longer provide the Social Network Messaging Service to you.

12.15 If you cancel your Telstra mobile service, it is your responsibility to remove or update your mobile number with the Eligible Social Network. Otherwise it is possible that the new owner of the mobile service will receive SMS notifications that were intended for you.

Fair use policy

12.16 If you receive a combined total of more than 2000 messages from all Eligible Social Networks to your Telstra mobile in a month, we may ask you to limit your use of the Social Network Messaging service. If you do not do so, we may bar your access to, or cancel, your Social Network Messaging service. We will notify you before we do so.

Part E – SMS Messages and Email

- 12.17 You may be able to adjust the settings on your Eligible Social Network homepage to ensure that you do not breach this fair use policy.

13 Tribe Social Networking Service

What is the Tribe Social Networking Service?

- 13.1 The Tribe Social Networking Service (“**Tribe**”) is a mobile website that allows Telstra Next G™ network mobile customers with a compatible handset to access their existing Social Networks from the Tribe site.

Eligibility and availability

- 13.2 Tribe can only be used if you are a member of a supported social network (“**Supported Social Networks**”). At launch the Supported Social Networks are Facebook, Twitter and MySpace. Additional Social Networks may be added from time to time.
- 13.3 We can withdraw this service at any time, but we will notify you if we do so.
- 13.4 If we are not entitled to provide you access to any or all of the Supported Social Networks or if any or all of the Supported Social Networks are withdrawn by their respective providers, we may at any time and without prior notice to you, remove these Supported Social Networks from this service. If this happens, you will no longer be able to access these Supported Social Network through the Tribe site.
- 13.5 Telstra Pre-Paid customers with a compatible handset must have recharged their service by at least \$20 in a single transaction in the last 30 days to access Tribe.

Who these terms apply to

- 13.6 These terms apply to you if register on the Tribe site by entering your credentials for at least one Supported Social Network.

Charges for Tribe

- 13.7 The Tribe Mobile Site is FREE to browse within Australia for Telstra Next G™ network mobile customers with a compatible handset.
- 13.8 You can enable SMS alert notifications through the Tribe site. We do not charge you for receiving SMS alert notifications from Tribe to your compatible Telstra Next G™ network mobile within Australia.

Part E – SMS Messages and Email

- 13.9 If you do not access the Tribe site for three (3) consecutive calendar months, the SMS alert notification feature may be disabled and you will need to enable it again to receive SMS notifications through the Tribe site.
- 13.10 If you send an SMS from your Telstra mobile in Australia to Tribe, you will be charged your standard rate that we charge you for sending an SMS to a non-Telstra mobile number.
- 13.11 If you send an MMS from your Telstra mobile in Australia to Tribe, you will be charged your standard rate that we charge you for sending an MMS to a non-Telstra mobile number.
- 13.12 If your Telstra mobile plan allows you to send free or discounted SMS to particular numbers that you nominate, you cannot nominate the SMS access code for Tribe as one of those numbers.
- 13.13 If you send SMS or MMS messages to Tribe while you are overseas, you will be charged your standard international roaming rates and the applicable SMS or MMS rates that apply to you while roaming overseas.

What we are not responsible for

- 13.14 We are not responsible for any service or content provided to you by a Supported Social Network.
- 13.15 You are responsible for SMS updates or messages that you send. You must not send content or links to content that is inappropriate or offensive. You must not engage in messaging activity that interferes with or compromises any other person's use of Tribe (such as spamming another person). If we reasonably believe that you are using the service in this way we may:
- (a) bar your access to, or cancel, your Tribe service without notice to you; or
 - (b) suspend or cancel the Telstra mobile service that you are using in breach of this clause. We will give you notice before we do so, unless the conduct is so serious that it requires immediate action by us.
- 13.16 You must comply with all laws when sending SMS updates via Tribe, including intellectual property laws. If we reasonably believe that you have failed to comply with any law, we may bar your access to, or cancel, your Tribe service without notice to you.
- 13.17 We are not responsible if any Supported Social Network changes its service and this affects you or affects the Tribe Service.

Part E – SMS Messages and Email

Fair use policy

- 13.18 If you use more than 600MB browsing the Tribe Site in a month, we may ask you to limit your use of Tribe. If you do not do so, we may deregister you from Tribe. We will notify you before we do so.