



visit a telstra store or partner  
13 2200  
[telstra.com/customer-terms](http://telstra.com/customer-terms)

If you would prefer to speak to a Telstra Customer Service Representative in a language other than English, call the following numbers:

Arabic	1800 726 001
Cantonese	1800 677 008
Greek	1800 189 129
Indonesian	1800 429 432
Italian	1800 649 013
Korean	1800 773 421
Mandarin	1800 678 876
Spanish	1800 726 002
Vietnamese	1800 644 500

If you'd like an accessible brochure (RTF), please visit [telstra.com.au/accessible-brochures](http://telstra.com.au/accessible-brochures)



# THINGS YOU NEED TO KNOW ABOUT YOUR SERVICE

This guide covers Our Customer Terms, Privacy Statement, Direct Debit Request Service Agreement and more

# A SHORT-ISH GUIDE TO HOW WE CAN LOOK OUT FOR EACH OTHER

## What's it all about?

The document that covers how we supply you with products and services is called Our Customer Terms (OCT). It's a substantial read... so Section One of this brochure will give you an easy overview of what's in it – plus our Privacy Statement and Direct Debit Request Service Agreement. Of course, it's only a summary and the full OCT is always the last word on any issues.

In Section Two, you'll find some other important information about our mobile services.

All this info applies to you if you've bought or are using any of our products or services for personal, domestic or household use. You should take the time to read it, so you're clear about the agreement you've entered into. Then you can call us on 13 2200 if you have any questions. (If you're a business customer, please take a look at the Telstra Business Important Information brochure instead.)

If you want to look at a full copy of Our Customer Terms for any reason, you'll find one at most Telstra stores or online at [telstra.com/customer-terms](http://telstra.com/customer-terms). You can also check our pricing details online at [telstra.com](http://telstra.com) and the Critical Information Summary included in this pack.

# WE'RE HERE TO HELP

## Here's how to get in touch

### Pricing, billing enquiries, complaints, general enquiries and feedback

If you'd like details on our pricing or charges, you have a billing enquiry or if you'd like to provide feedback or lodge a complaint, please call us on 13 2200. If you're calling with a TTY, call 13 3677 and ask for 13 2200.

### Reporting faults

If you'd like to report a fault, please call our 24-hour reporting service on:

- 13 3933 for BigPond® customers
- 13 2203 for home phone and mobile customers.

### Marketing

If you'd like Telstra, our related bodies or our dealers, to stop marketing our products/services to you, please call 1800 039 059.

### Privacy

For information on how we handle your personal information:

- call 1800 039 059 between 9am and 5pm, Monday to Friday; or
- write to [privacy@online.telstra.com.au](mailto:privacy@online.telstra.com.au); or
- view our Privacy Statement in this brochure or online at [telstra.com/privacy](http://telstra.com/privacy)

### Other formats/languages

If you'd like this brochure on CD or in Braille, please call 13 2200. If you'd like to access an accessible brochure (RTF) online, please visit [telstra.com.au/accessible-brochures](http://telstra.com.au/accessible-brochures)

If you would prefer to speak to a Telstra Customer Service Representative in a language other than English, you can call our Multicultural Service Centre using the numbers provided on the back cover of this brochure.

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# 01

## FIXED, MOBILE AND INTERNET PRODUCTS AND SERVICES

Important information about Our Customer Terms.

### The services that are covered

Our Customer Terms apply to most of our consumer services, including fixed line phone services, mobile phone services, BigPond® internet and additional services, payphones and satellite phone services.

### When we can change Our Customer Terms

We (Telstra) can change Our Customer Terms from time to time.

Generally, if a change will make you worse off, or if we think an OCT change will have more than a minor detrimental impact for you, we'll provide you with at least 30 days' notice by bill message or insert, letter, or email if you're a BigPond customer, or you've agreed to be notified this way – and you may have cancellation rights. For other changes, we may notify you in one of these ways or we may put a notice in a national newspaper published at least three business days before the change.

### Maintaining and repairing equipment

Subject to the rights you have under the Competition and Consumer Act 2010, you're responsible for maintaining and repairing your equipment, including equipment that connects to our networks (unless you purchased the equipment from us and a voluntary product warranty or a non-excludable implied condition or warranty or statutory guarantee under consumer protection laws applies).

You may be charged a fee if you ask us to fix a fault on your premises that was caused by your equipment. Please look after any of our equipment (including handsets and cables) on your premises as, depending on the circumstances, charges may apply if they're damaged.

### Customer Service Guarantee (CSG) for standard fixed telephone services

Our CSG sets out specific performance standards that apply in certain circumstances when we organise a service appointment, arrange a new connection or fix a fault on a standard fixed telephone service. If we don't meet the CSG standard, you may be entitled to a payment. There's more information about this in the front section of the White Pages® Directory and at [telstra.com.au/csg](http://telstra.com.au/csg)

### Our customer service commitment for mobile services

We use due care and skill whenever we provide you with a service. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws which may apply to services we supply. However, the nature of telecommunications systems (including reliance on some systems that we don't own or control) means we can't promise our services will always work without interruptions or faults.

Our commitment to quality service is backed by a customer service commitment for our mobile services. Under this scheme, we'll pay you \$40 if you reasonably believe we haven't met our connection timeframes, or responded to a billing enquiry or a network problem within a set timeframe. If you want to make a claim, you need to phone our general enquiries number for Telstra mobile customers within one month of the incident.

This commitment applies in addition to our non-excludable statutory rights under consumer protection laws.

### Our charges

We offer a range of plans to help you get a service that suits your needs. Each plan has different access fees, charges, terms (casual or fixed) and extra features. Some are only available to certain customers.

The OCT sets out the current charges for our services. A summary of these charges is also included in this pack. If you'd like more details about our charges, visit [telstra.com.au/mobile/plans](http://telstra.com.au/mobile/plans). For BigPond services, our current charges are also available at [bigpond.com](http://bigpond.com)

If one of our suppliers raises its prices in the future, this may result in the cost of your service increasing. We will let you know before this happens.

## Getting your bills

We'll send you monthly bills for your fixed phone services. We bill you in advance for regular charges such as access fees, and in arrears for other charges, like usage. We try to include all the charges for a billing period in the relevant bill, but sometimes we may need to include charges from a previous period.

You can choose to get:

- an Email Bill. Receive your bill via email by registering for My Account (just go to [telstra.com/myaccount](https://telstra.com/myaccount), click on Register Now and follow the prompts) or by calling us on 13 2200
- an Online Bill (to register follow the steps above).  
With this option you can still get:
  - a paper bill if you like
  - a shorter, paper saving summary bill by mail
  - a detailed bill by mail
- Braille and large print bills.

You may also be able to get a Single Bill combining your Telstra services on the one bill. Fees may apply for some optional billing features.

## Paying your bills

Your bill shows the various ways you can pay for your Telstra services. If you decide to pay by credit card, there'll be a credit card payment processing fee, which will be a percentage of the amount you're paying and depends on the credit card you use. The details of this fee are on your bill and online at [telstra.com/myaccount/billpaymentfees.jsp](https://telstra.com/myaccount/billpaymentfees.jsp). There may be exemptions for eligible pensioner concession cardholders and others.

You can avoid the credit card payment processing fee by choosing other options like BPAY from a cheque or savings account or Direct Debit. Additionally, customers with a 13 digit account number can avoid the credit card payment processing fee by using their credit card via Direct Debit.

To find out more about Direct Debit payments and how to register for them, go to [telstra.com/directdebit](https://telstra.com/directdebit) or call us on 13 2200. You can also read our Direct Debit Request Service Agreement in the Direct Debit section of this brochure, starting on page 13.

We understand that some people can have difficulty paying their account from time to time. If this happens to you, we have a number of options that may help. You can also choose to restrict your phone to certain types of calls or change to a pre-paid service where available, so that you have better control over your costs.

If you don't pay a bill by its due date, or your cheque or Direct Debit payment is dishonoured, we may:

- try to contact you by phone or letter
- charge you a late payment fee

- suspend or cancel your service until you complete the payment. If you receive a Single Bill, any or all of the included services may be suspended or cancelled. You'll need to pay a reconnection fee for any service that gets suspended or cancelled
- refer your unpaid bills to a collection agency for recovery.

Remember, an unpaid debt can affect your long-term credit rating. So, if you ever think you'll have trouble paying a bill or if you need extra time to pay, please contact us as soon as possible. We'll be happy to talk about the different ways we can help.

You can find out more about the ways we can help you stay in touch in difficult circumstances at [telstra.com.au/accessforeveryone](https://telstra.com.au/accessforeveryone)

## Transferring to the National Broadband Network (NBN)

If the NBN comes to your area, we'll take responsibility for managing your transfer to this new network. To do this, we'll need your agreement and help to access your premises and we'll talk with you about installation requirements. We'll work with you to make this as simple as possible, but we may need to cancel your plan if you don't want to move across. We'll let you know the details before any changes happen.

## Cancelling or suspending a service

You can suspend or cancel a service by contacting us. We may ask you to put your request in writing and you may need to give us 30 days' notice. However, some services may have a minimum term and you may be charged for cancelling them early. Your pricing brochure and the OCT have the details.

Also, if you cancel a service before we've started providing it, you might have to pay any costs we've incurred.

We may suspend or cancel a service for a number of reasons – including when you are in material breach of OCT, in an emergency, if we're legally required to, or if we need to work on our networks.

We can cancel any service after giving you at least 30 days' notice. However, if you're still within your minimum term, we may move you to a similar service or another service for the rest of your contract term and take reasonable steps to offset any material negative impact the cancellation may have on you.

If a service is cancelled or suspended, you may have to pay any outstanding charges and any early cancellation charges.

## Repairs and Faults

Our phones come with statutory guarantees and other rights that can't be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and, in some

circumstances, refunds. You won't be required to pay the monthly spend for your service while your phone is being repaired or replaced, unless you have received a loan phone.

If you think your phone has a fault, you should take it back to the store you bought it from.

### Advance payments

When you apply for a Telstra service, you have the opportunity to make an advance payment. This payment puts your account into credit and is an upfront payment for any charges on your existing or future bills. It's not held as a security deposit. You'll see the advance payment on your first bill and it will offset any charges you may have, or will incur. The amount of the payment depends on the products or services you are provided. If your service is disconnected, we'll refund you any credit remaining on your account after all charges (including any post device repayments and early termination charges) have been applied and the final invoice has been issued.

### Priority Assistance®

Our Priority Assistance service has been designed to help our customers or people living with them who have a diagnosed life-threatening medical condition, and whose life may be at risk without access to a fully operational fixed phone service. You can get a Priority Assistance application form at [telstra.com/priorityassist](http://telstra.com/priorityassist) or any Telstra store.

### Sending your phone number to other phones and Calling Number Display (CND)

Some of our services, including mobile phone services, automatically send your phone number to other phones when you call or message them. This lets the other person see your number when you call or message them. You may be able to use blocking on your phone, or have us block your number for a monthly fee, so your number doesn't appear when you call. However, your number can't be blocked on messages (including Premium SMS messages) sent from your phone. Our mobile services also support the CND feature, so you can see the number of the person calling you (unless they've blocked it). If you're using a mobile, check the user guide to make sure your phone supports CND, and to see how you turn it on or off.

### Complaints

We appreciate any feedback about our products, services or support and are committed to resolving any problems or complaints quickly and effectively. If you have any concerns or difficulties, give us the opportunity to put it right by just saying the word "complaint" to our recorded message system when you call us on 13 2200. You will be put through to our trained staff who will investigate and ensure your concern is resolved.

If you're not satisfied with our response, a supervisor or manager will review your concern and the way it was handled. We have formal policies to make sure this is done as quickly and effectively as possible.

If you're still not happy, you can call us on 13 2200 or FREECALL™ 1800 808 981 (TTY).

The Telecommunications Industry Ombudsman (TIO) can also resolve disputes about your phone or BigPond service, including issues about content and Premium SMS services. The TIO describes itself as 'an office of last resort', so, while they provide a free and independent service, they'll only get involved in a complaint after you've tried to resolve it with us. Their contact details are listed in the White Pages®.

The Office of Fair Trading (or similar) in your State or Territory may also investigate complaints.

### Privacy Statement (including Credit Reporting Policy)

This statement is our privacy policy which sets out how we manage your personal information and other information. Before we go into the detail, we need to define a few terms. This bit can get a bit technical, so please bear with us:

**Your Information:** When we refer to "Your Information", we are referring to both your personal information, as defined under the Privacy Act 1988 (Cth), and customer information, which is protected by Part 13 of the Telecommunications Act 1997 (Cth).

**Credit Reporting Policy:** This sets out how we manage your 'credit information' and 'credit eligibility information' where this is relevant to you, and is our credit reporting policy for the purposes of Part IIIA of the Privacy Act.

### The kinds of information we collect and hold

Depending on the particular circumstances, we may collect and hold a range of different information about you. This can include your name, date of birth, contact details (including address, email address, phone number or mobile telephone number), occupation, driver's licence number, Telstra PIN, username or password, financial information (such as credit card or bank account numbers) and information about how you use our products and services.

This is not an exhaustive list. For example, we may sometimes need to collect additional information as part of a user authentication process, such as when you want to speak to one of our customer service personnel who need to access your account. We may also need to collect additional information from you, such as limited health information to provide priority assistance services or a Centrelink customer reference number to provide you with a pensioner discount.

You might also need to provide personal information about other individuals to us (eg about your authorised representatives). If so, we rely on you to inform those individuals that you are providing their personal information to us and to advise them about this statement.

### **How we collect Your Information**

We may collect Your Information in a number of ways, including:

- directly from you (such as where you provide information to us when you visit one of our stores or websites, complete an application form or agreement for one of our services, or contact us with a query or request)
- from third parties such as our related entities, business partners, credit reporting bodies (for more details see our Credit Reporting Policy on page 13), wholesale or other customers, or your representatives
- from publicly available sources of information
- from our records of how you use your Telstra products or services
- when legally authorised or required to do so, for example, when we need to undertake identity checks for pre-paid public mobile telecommunications services under Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2013
- from the third parties we list in the section of this Statement with the heading “When we disclose Your Information”.

If you choose not to provide certain information about you, we may not be able to provide you with the products or services you require, or the level of service on which we pride ourselves.

We may also collect information from you online.

For more information, please go to the “Privacy On-Line” section of our website.

### **How we hold Your Information**

We may store Your Information in hard copy or electronic format, in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers. We take reasonable steps to maintain the security of Your Information and to protect it from unauthorised disclosures.

While we take these steps to maintain the security of Your Information, you should be aware of the many information security risks that exist today and take appropriate care to help safeguard Your Information. We encourage you to read some of our helpful tips and hints on how to protect Your Information, available on our website.

### **How we use Your Information**

We may use Your Information for a range of different purposes, including:

- to verify your identity, or to conduct appropriate checks for credit-worthiness and for fraud checking
- to provide products and services to you, to provide you with information about those products and services, to assist you with enquiries or purchases, to enhance your experience on our network, or to provide you with better customer service
- to administer and manage the products and services we provide to you, to charge and bill you for them, and to collect any amounts you may owe us
- to gain an understanding of your information and communication needs, to perform research and analysis, and to improve or develop our products and services
- to monitor network use, quality and performance, and to operate, maintain, develop, test and upgrade our systems and infrastructure
- conduct appropriate checks for credit-worthiness and for fraud
- as authorised or required by the Telecommunications Act 1997 (Cth) and other laws applicable to us.

### **How we use Your Information for Direct Marketing**

We may also use Your Information so that we, our related entities, dealers and other business partners can promote and market products, services and special offers that we think will be of interest to you (which may include products, services and offers provided by a third party). This marketing may be carried out in a variety of ways (including by email, SMS/MMS, or social media or by customising on-line content and displaying advertising on websites) and may continue after you cease acquiring any products or services from us until you opt-out by calling 1800 039 059.

### **When we disclose Your Information**

We may disclose Your Information to third parties who provide services to us, including organisations and contractors that assist us with the purposes for which we use Your Information. These services include:

- customer enquiries
- installation, maintenance and repair services
- mailing operations, billing and debt-recovery functions
- information technology and network services
- market research, marketing, telemarketing and door-knocking services.



### **We may also disclose Your Information:**

- to your authorised representatives or advisers, or when you ask us to do so
- to credit-reporting bodies (for more details see our Credit Reporting Policy on page 13) and fraud-checking agencies, and to credit providers for credit related purposes such as credit-worthiness, credit rating, credit provision and financing
- our dealers, our related entities or our business partners
- to other telecommunication and information service providers or to our wholesale and other customers from or through whom you may acquire products or services (for example, we may need to disclose Your Information for billing purposes)
- to the manager of the Integrated Public Number Database, and other organisations as required or authorised by law
- to law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law
- to third parties who assist us to manage or develop our business and corporate strategies and functions, including our corporate risk or funding functions
- for the purposes of facilitating or implementing a transfer/sale of all or part of our assets or business.

In some cases, the organisations to whom we may disclose Your Information may be based outside Australia. For example, we may disclose Your Information to our service providers in Canada, India, Japan, Malaysia, Philippines, Singapore, United Kingdom and the United States of America.

### **How to access or correct your personal information or make a privacy complaint**

If you wish to access any of your personal information that we hold or would like to correct any errors in that information, please contact us using the contact details set out in the “How to Contact Us” section of this Statement, so that we can consider and respond to your request.

We may apply an administrative charge for providing access to your personal information in response to a request.

You may also use these contact details to notify us of any privacy complaint you have against us, including if you think that we have failed to comply with the Australian Privacy Principles (APP) or any binding APP code that has been registered under the Privacy Act. We are committed to acknowledging your complaint in a prompt manner and will give you an estimated timeframe for when we will respond to your complaint.

While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator such as the Australian Information Commissioner ([oaic.gov.au](http://oaic.gov.au)) or the Telecommunications Industry Ombudsman ([tio.com.au](http://tio.com.au)).

### **About this Statement**

This Statement has been issued by Telstra Corporation Limited, effective as at 12 March 2014. From time to time, we may need to change this Statement. If we do so, we will post the updated version on our website ([telstra.com.au/privacy](http://telstra.com.au/privacy)) and it will apply to all of Your Information held by us at the time.

### **How to Contact Us**

If you have any questions in relation to this Statement or our management of Your Information, please let us know by contacting us on 1800 039 059 or writing to us at [privacy@online.telstra.com.au](mailto:privacy@online.telstra.com.au)

### **Credit Reporting Policy**

We may provide credit as contemplated in the Privacy Act to our customers in connection with our products and services (for example, post-paid accounts) and, as a result, we may collect ‘credit information’ and ‘credit eligibility information’ about you as referred to in the Privacy Act. Our Credit Reporting Policy sets out how we manage that information. You can view our Credit Reporting Policy at [telstra.com.au/privacy](http://telstra.com.au/privacy) or you can ask for a copy by contacting us using the details above.

### **Telstra Direct Debit Request Service Agreement**

This Service Agreement and your Direct Debit Request establish the terms and conditions of your Direct Debit Agreement.

This agreement replaces all previous agreements relating to the Telstra accounts you nominated in your Direct Debit Request.

If you apply for Direct Debit with payments from a cheque or savings account and select:

- **Direct Debit Automatic Payments** – you authorise us to debit the whole amount of each bill on its due date
- **Direct Debit One-off Payments** – you authorise us to debit the amount you request. You’ll need to pay any outstanding amount by the bill’s due date
- **Direct Debit Fixed Payments** – you authorise us to debit a fixed amount (minimum \$20) from your account fortnightly or monthly. You’ll need to pay any outstanding amounts by each bill’s due date.

If you apply for Direct Debit with payments from a credit card account and select:

- **Direct Debit Automatic Payments** – you authorise us to charge the whole amount of each bill on its due date to your nominated credit card; or
- **Direct Debit Fixed Payments** – you authorise us to charge a fixed amount (minimum \$20) to your nominated credit card fortnightly or monthly. You’ll need to pay any outstanding amount by each bill’s due date.



## Some other things to note

01. Direct Debit is available for Telstra fixed, mobile and Single Bill accounts as well as for BigPond® accounts with a 13-digit account number.
02. Please make sure your financial institution supports Direct Debit on your nominated account(s) as direct debiting through the Bulk Electronic Clearing System may not be available on all accounts. We'll need your financial institution's BSB number and account number shown on your statements. If you're not sure what these numbers are, check with your financial institution before filling out your Direct Debit Request.
03. You're responsible for making sure there are sufficient clear funds in your account for each payment. If a payment is dishonoured, a standard Telstra dishonour fee will apply. You can check the amount of this fee by calling 1800 686 662. You'll also need to arrange payment by another method. You may also be charged a fee and/or interest by your financial institution.
04. If you have a dispute about your Direct Debit arrangement or want to alter or cancel this arrangement, or want to dispute, stop or defer a specific Direct Debit payment, please contact us on the 'Bill enquiries' number on your bill at least two business days before your next payment is due (or you can contact your financial institution). If you don't call us in time, the payment will be made. You can raise a dispute in relation to the payment once it's been paid, but you won't have access to that money while the dispute is being resolved.
05. From 9 February 2014, Direct Debit bill payments made from a credit card will not incur a Payment Processing Fee for Telstra or Bigpond customers with a 13-digit account number who are on a fixed, mobile or single bill account. If you choose to cancel your Direct Debit registration and use a credit card directly as a payment method. At the date of publication, the Payment Processing Fee rates are 0.69% of the payment amount, plus applicable GST, for VISA, Mastercard and American Express, (1% on and from 14 September 2009) and 1.68% of the payment amount, plus applicable GST for Diners (2% on and from 14 September 2009). Any Payment Processing Fee incurred will be charged on your next Telstra Bill. Some exemptions may apply. Please visit [telstra.com.au/paymentprocessingfee](http://telstra.com.au/paymentprocessingfee) or call 1800 686 662 for current rates or further information.
06. We'll validate your credit card details before your Direct Debit starts by processing a pre-authorisation payment for \$1.
07. If you need to change your BSB, account number or any of your credit card details (type, card number, expiry date), let us know at least two business days before your next payment is due. Otherwise, your payment may be dishonoured and there may be a dishonour fee.
08. When a Direct Debit is due to be paid on a non-business day or public holiday, the payment will be made on the next business day (if unsure, you should speak with your financial institution). This doesn't apply if you only use Telstra Direct Debit One-off Payments.
09. We may cancel this Direct Debit arrangement at any time. For example, this may happen if there are rejected or dishonoured payments or we reasonably suspect we've been given fraudulent information in relation to your Direct Debt arrangement. If it does happen, we'll let you know in writing and you'll need to organise another payment method. If we need to cancel your Direct Debit arrangement for any other reason, we'll give you 30 days' written notice.
10. We can change the terms of this agreement. If the change will benefit you or won't have a negative effect on you, we can make it immediately without notifying you. If a change is required by law or for security or technical reasons or to prevent fraud (these are called 'urgent changes'), we'll make the change as soon as possible and try to give you three days notice. Sometimes, due to the nature of the change, we may not be able to give you three days prior notice but we'll give you as much notice as we reasonably can. If we reasonably consider a change will have a major negative impact on the majority of affected customers or on a specific class of customers who use this payment arrangement and its not an urgent change, we'll give those customers at least 30 days' notice of the change. If we don't think a change will have a major negative impact on the majority of our customers or a specific class who use this payment arrangement, and it's not an urgent change, we'll give you at least 14 days prior notice.
11. If we need to write to you about your Direct Debit arrangement, we'll address any mail to the address of the main Telstra account holder.
12. The information that you give us will be handled in accordance with applicable laws and our Privacy Statement (as amended from time to time) at [telstra.com.au/privacy](http://telstra.com.au/privacy)
13. We may use and/or disclose your information to our Direct Debit sponsor to get your payments processed and to investigate any claims of possible incorrect or wrongful payment.

# 02

## MOBILE PRODUCTS AND SERVICES

Other important information about our mobile services.

### Phone numbers

We have to comply with the Telecommunications Numbering Plan which sets out the rules for telephone numbers – and you do too. (Visit [acma.gov.au](http://acma.gov.au) if you'd like a copy of these rules.) You're entitled to use the number we give you as part of your service however, you don't actually own it.

### Can I keep my number if I change phone companies?

Yes. If you want to leave your current phone company but keep the same number when you come to us, you can. The number transfer needs to be completed before we can activate your mobile service with us. If you want to leave us and take your Telstra mobile post-paid number with you, you'll need to pay the applicable charges set out in Our Customer Terms.

### Unauthorised use of your phone

You're responsible for all use of your mobile, even if someone uses your phone without your permission, unless you've already told us it's been lost or stolen. If you're not the main user of a phone on your account, or if you lend it to someone else, you're still responsible for any charges they incur.

Any bills or notices will be sent to the address you give us as your billing address. So, if you use someone else's address for any reason, you may not get important information or notices about your account (including credit management notices of any non-payment) or your mobile service.

If you use your phone in a way that interferes (or threatens to interfere) with our network, you must do whatever we ask to stop the interference.

### Lost, stolen or damaged phones

You need to call us immediately if your mobile phone is lost, stolen or damaged, because subject to non-excludable rights under consumer protection laws, you'll be responsible for all the access and call charges on your account until you contact us. However, we can block your phone without waiting for you to ask if we have good reason to believe it has been lost or stolen.

You'll need to make your own arrangements for replacing your phone.

### Our FairPlay Policy

Our FairPlay Policy is set out in OCT. It's designed to make sure you can access our services and to ensure the quality and reliability of our network and/or services. The Policy bans any commercial use of our services along with unreasonable or excessive use of our FairPlay offers, which include:

- Telstra mobile bonus options
- Telstra mobile bonus data dollars or
- any other special offers, discounts or promotions advertised as being subject to the policy.

If you've purchased your mobile for mainly personal use and don't follow the FairPlay Policy within 30 days of us asking you to, we can cancel or limit your right to use our FairPlay offers, or we can cancel your mobile services connected with the FairPlay offers.

To find out what we mean by terms like 'excessive use', 'unreasonable use' and 'commercial use', please see OCT at [telstra.com.au/customer-terms](http://telstra.com.au/customer-terms)

### Our service standards

#### Network coverage

Our national mobile network is vast. However, you should still check our mobile coverage maps to make sure there's coverage in the areas you'll use your phone. Remember that even designated coverage areas can have 'holes' where your phone won't work because of the nature of the technology.

#### How long does it take to connect a mobile service?

In areas where our mobile service is available, we aim to connect 90% of approved new services within two hours of receiving an application, and all services by the next working day.

#### Repairing faults and maintenance

We're responsible for maintaining our mobile networks and fixing faults with your SIM card. We carry out repairs and maintenance from 8am to 5pm Monday to Friday, except on public holidays.

## What your mobile service includes

Your Telstra mobile service includes:

- access to our Telstra mobile network and services
- a mobile phone number
- the ability to make and receive mobile calls
- a 24-hour fault reporting service via Telstra Mobile Customer Service and
- us maintaining our networks, equipment and facilities.

Your service may also include access to mobile data services if you have a compatible phone or device. The user guide for your device will set out the types of data services you can use. Your mobile plan may include a set amount of data per billing cycle. You can also subscribe to a browsing pack which gives you a set amount of data each month for a monthly fee, or you can access data on a 'pay as you go' basis, where you'll simply be charged for the data you use. You can change your data charging option or remove your data services altogether by calling us.

If we provide you with any equipment (such as a handset or a SIM card) and then your application for a Telstra mobile isn't approved, or your mobile phone number isn't successfully transferred to us, you'll have to return the equipment to us immediately.

### What equipment can I use?

When you use a Telstra mobile service, you must use equipment approved by the Australian Communications and Media Authority (ACMA). You can check whether your phone has been approved by ACMA by looking for the ACMA 'a-tick symbol' on the phone (or phone packaging).

### Mobile MessageBank® service

Your mobile service will include our mobile MessageBank service. You can find out more about this in our MessageBank user guide. You might incur charges for having calls diverted to MessageBank and for retrieving messages. If you want to avoid these charges, you can set up your phone so that it doesn't divert unanswered calls to MessageBank, or you can call us and have your MessageBank switched off. If you have a post-paid mobile service, we can also cancel your MessageBank if you don't use it for six months or more.

We also offer a Video MessageBank service to Next G® subscribers – you can read more about this in the Next G® video services section of this booklet.

## Voice2Text®

Voice2Text can be added to your mobile service on request. There's a monthly fee for the service plus a charge for any usage over your included message allowance.

You'll be charged for all converted and partially converted messages, including long messages and notifications of non-converted messages, whether or not the text is delivered or received. Long messages are still charged as one message, even if they're sent as up to three separate texts.

Any unused monthly message allowance will expire at the end of each month. Voice2Text charges are in addition to your MessageBank fees.

When you subscribe to a Voice2Text pack, you'll automatically receive your first month's usage free – including the monthly charge and any excess usage charges.

This introductory offer is only available to new Voice2Text customers and there's one offer per customer. The offer credit expires after 30 days. Standard MessageBank charges apply to MessageBank use during the introductory offer period. At the end of the introductory offer, you'll automatically move to the monthly Voice2Text pack you selected at sign-up.

### International roaming

If international roaming isn't already switched on with your service, we'll make it available to you on request (assuming you've met our credit requirements). You'll have to pay us charges for using the service plus any fees charged by the overseas phone companies. International roaming isn't available in all countries and charges may be significantly higher than national call charges.

### Short Message Service (SMS)

Most mobile phones can send and receive SMS text messages. We'll take reasonable steps to deliver any text messages sent from your mobile phone. Sometimes technical, network or other difficulties may stop a message from being delivered, despite our best efforts. However, you must pay for every text message sent from your phone, whether it's delivered or not.

## Multimedia Messaging Service (MMS)

MMS lets you send your own pictures, photos, videos, audio clips and voice recordings from an MMS compatible mobile to:

- another MMS compatible mobile phone
- customers of selected overseas phone companies
- any email address worldwide or
- **telstra.com** for viewing by someone who does not have an MMS compatible phone.

Under Our Customer Terms, you're responsible for any MMS content you send. Our FairPlay Policy applies to all MMS usage. We'll take reasonable steps to deliver MMS messages sent from your mobile phone, however, subject to your non-excludable rights under consumer protection laws, we don't guarantee delivery or the image quality of your media messages and we're not responsible for any loss or damage suffered because of failed delivery or poor image quality, unless you have rights for compensation under your non-excludable rights under consumer protection laws. Sometimes, technical, network or other difficulties may stop a message from being delivered despite our reasonable efforts. However, you must pay for every MMS sent from your phone, whether it's delivered or not.

### Next G<sup>®</sup> video services

Our Next G<sup>®</sup> video services provide access to video calling and Video MessageBank if you have an approved Next G<sup>®</sup> video mobile phone and a Next G<sup>®</sup> SIM card. To make a video call to another Next G<sup>®</sup> phone, both you and the person you're calling need to have Next G<sup>®</sup> network coverage. Our Next G<sup>®</sup> network covers many places across Australia. You can check the latest coverage details at [telstra.com.au/mobilecoverage](http://telstra.com.au/mobilecoverage)

### Content, premium SMS and barring

The range and type of content you'll be able to access via BigPond Mobile services, MMS, premium SMS and Next G<sup>®</sup> video services will depend on your phone and network coverage being suitable.

Premium SMS and MMS (PSMS/PMMS) services are information and entertainment services such as ringtones, horoscopes, chat services and voting lines. These services are purchased by making a phone call, sending a text message, or using the internet or data connection from your compatible mobile phone. You receive and use the services at the premium price set by the provider – which may not be Telstra.

Once you sign up, we pay the provider for their service on your behalf, then recover the charges from you via your Telstra bill. Make sure you check costs and conditions before signing up to any premium service because they often involve an ongoing subscription, not just a single purchase.

Subject to your non-excludable rights under consumer protection laws, we don't endorse and aren't liable for third party content you buy from another person or company. We don't make any promises about its accuracy, suitability or quality. However, we can withdraw content if we consider it to be inappropriate, offensive, in breach of law, or for other commercial reasons.

If you have a Next G<sup>®</sup> service, you need to have Next G<sup>®</sup> network coverage to play enhanced video content. If you move out of Next G<sup>®</sup> coverage, your content will stop until you're back in a Next G<sup>®</sup> coverage area.

### Complaints about premium services

Any complaint you wish to make about premium SMS services should first be made to the third party provider. The provider's contact details should be on your Telstra bill. Otherwise, you can visit [19SMS.com.au](http://19SMS.com.au) then enter the provider's 19 number into the '19 Service Finder' tool. If the provider can't resolve your complaint, you may take it to the office of the Telecommunications Industry Ombudsman. Their contact details are in the White Pages<sup>®</sup>.

### Barring premium service

Barring PSMS services on your mobile means you won't be able to receive, be charged for or use these services. Barring doesn't apply to PMMS as we don't currently deliver any. There's no charge to activate barring and it won't restrict your access to other services. To arrange barring or if you'd like information about other options (like setting spending limits), call us on 13 2200 and say "premium SMS" or go to [telstra.com.au/barpremiumsms](http://telstra.com.au/barpremiumsms)

Please allow up to one business day for Premium SMS barring to be activated.

This information is correct at the time of printing (May 2014) and subject to change without notice.

\* A free call from most fixed phones.

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