

Part G – Recent and old data plans

Contents

Click on the section that you are interested in.

1	About this Part	9
2	Telstra Mobile Broadband - Next G network	10
	For connections prior to 26 September 2007	18
	Availability	18
	What is Telstra Mobile Broadband?	19
	Coverage and handover between networks	19
	Usage of Next G network and devices	19
	Eligible Data Usage	20
	International roaming	20
	Pack charges (General)	21
	Changes to PC Packs and Data Packs ("Packs")	21
	Cancelling 24-month Packs	21
	At the end of your contract term	22
	Data Packs (General)	22
	Data Pack charges for customers who contracted on and from 22 February 2007	23
	Charges – Data Packs – 24 month contract term	23
	Month to month basis	25
	Data Pack charges for customers who contracted before 22 February 2007	27
	24 month contract term	27
	Month to month basis	28
	Pay-As-You-Go (General)	30
	Pay-As-You-Go charges	30
	PC Packs (General) for customers who contracted before 22 February 2007	30
	PC Pack charges	31
	24 month contract term	31
	Month to month basis	32
3	Telstra Mobile Broadband - Next G network	33
	For connections that commenced between 23 November 2010 to 26 September 2011	33
	Availability	33
	What is Telstra Mobile Broadband?	33
	24 Month Plans	34
	Coverage and handover between networks	36
	Usage of Next G network and devices	36
	Eligible Data Usage	37
	International roaming	37
	Plan charges	37
	Free Intra-account calls	37
	Changes to Data Plans	38
	Migrating existing services	38
	Cancelling 24-month Data Plans	39
	At the end of your contract term	39

Part G – Recent and old data plans

	Availability	39
	Charges - Data Plans – 24 month contract term (for connections on and from 23 November 2010)	42
	Month to month basis	46
	Charges - Data Plans – 24 month contract term (from 21 January to 22 November 2010)	50
	Month to month basis	56
	Monthly Data Plans - from 21 January to 22 November 2010	56
	Charges for excess eligible data usage are calculated per kilobyte.	59
	Pay-As-You-Go (General)	60
	Pay-As-You-Go charges	60
4	Telstra Mobile Broadband - Next G network Shared Data Plans	61
	For connections prior to 2 August 2011	61
	Availability	61
	What are the Telstra Mobile Broadband Shared Data Plans?	61
	Coverage and handover between networks	62
	Usage of Next G network and devices	62
	Eligible Data Usage	63
	International roaming	64
	Existing Telstra Mobile Broadband customers	64
	Shared Data Plan charges	64
	Changes to Shared Data Plans	64
	Cancelling Standard Users	65
	Cancelling Shared Data Plans	65
	At the end of your contract term	66
	Charges - Shared Data Plans (for connections on and from 21 January 2010 until 1 August 2011 inclusive)	66
5	Telstra Mobile Broadband - Shared Plans	67
	For connections between 2 August 2011 and 28 February 2012	67
	Availability	67
	Suspended Shared Plans	69
	International roaming	69
	Existing Telstra Mobile Broadband customers	69
	Shared Plan charges	70
	Charges for excess eligible data usage are calculated per kilobyte.	74
	Changes to Shared Plans	74
	Transferring Shared Plans	75
	Migrating existing services	76
	Cancelling Shared Plans	76
	At the end of your contract term	77
	Availability	77
6	Telstra Mobile Broadband - Next G mobile broadband network	78
	For connections between 27 September 2011 and 28 February 2012	78
	What is Telstra Mobile Broadband?	78
	24 Month Plans	79
	Coverage and handover between networks	79
	Usage of Next G mobile broadband network and devices	80
	Eligible Data Usage	81
	International roaming	81
	Plan charges	81

Part G – Recent and old data plans

	Free Intra-account calls	82
	Changes to Data Plans	82
	Cancelling 24-month Data Plans	82
	At the end of your contract term	83
	Availability	83
	Charges - Data Plans – 24 month contract term (for connections on and from 27 September 2011)	85
	Month to month basis	88
	Telstra Data Default Voice Plan	92
	Pay-As-You-Go charges	92
	Telstra Data Default Voice Plan	93
	Pay-As-You-Go charges	93
7	Telstra Mobile Broadband General Terms	95
	For connections prior to 19 June 2012	95
	What is Telstra Mobile Broadband?	95
	Coverage and handover between networks	95
	Usage of Next G mobile broadband network and devices	95
	Eligible Data Usage	96
	International roaming	97
8	Telstra Mobile Broadband - Shared Plans	98
	For connections between 28 February 2012 and 19 June 2012	98
	Mobile Data Usage Meter Notices – Shared Plans	99
	Suspended Shared Plans	100
	Existing Telstra Mobile Broadband customers	100
	Shared Plan charges	100
	Charges – Shared Plans (for connections between 28 February 2012 and 19 June 2012)	101
	Changes to Shared Plans	104
	Transferring Shared Plans	105
	Migrating existing services	106
	Standard Shared Plan Movements	106
	Member Shared Plan Movements	106
	Cancelling Shared Plans	107
	At the end of your contract term	107
	Availability	108
9	Telstra Mobile Broadband - Share Plans	109
	For new connections on and from 19 June 2012 to 16 September 2014	109
	Share Plans	109
	Data Use	109
	Telstra Data Default Voice Plan	109
	Sharing Data	109
	Share Plan charges	111
	Pro-rata on connection	111
	Changing your Share Plan	111
	Cancelling your Share Plan	112
	Free Intra-account calls	113
	Share Data Packs	113
	At the end of your contract term	115
	Availability	115
	Suspended Share Plans	115

Part G – Recent and old data plans

	Charges – Share Plans (for connections on and from 16 September 2014)	117
10	Telstra Mobile Broadband Business Plans	119
	For new connections on and from 16 September 2014	119
	Business Plans	119
	Plan charges	119
	Data Use	119
	Telstra Data Default Voice Plan	120
	Pro-rata on connection	120
	Changes to Business Plans	120
	Cancelling Business Plans	122
	Free Intra-account calls	122
	Business Data Packs	123
	Business MRO Bonus	123
	At the end of your contract term	124
	Availability	124
	Pay-As-You-Go charges	124
	Charges - for connections on and from 16 September 2014	126
	Telstra Default Voice Plan	128
	Pay-As-You-Go charges	128
11	Telstra Mobile Broadband - Next G mobile broadband network	130
	For connections between 28 February 2012 and 19 June 2012	130
	24 Month Plans	130
	Embedded TMB Plans	131
	Casual Plans	131
	Plan charges	131
	Free Intra-account calls	131
	Changes to Data Plans	132
	Standard Plan Movements	132
	Member Plan Movements	133
	Cancelling 24-month Data Plans	133
	At the end of your contract term	134
	Availability	134
	Charges - Data Plans – 24 month contract term (for connections on and from 28 February 2012)	136
	Month to month basis	139
	Telstra Data Default Voice Plan	143
	Pay-As-You-Go charges	143
12	Telstra Mobile Broadband General Terms	144
	For connections that commenced between 19 June 2012 and 26 November 2012.	144
	What is Telstra Mobile Broadband?	144
	Coverage and handover between networks	144
	Usage of Next G mobile broadband network and devices	144
	Eligible Data Usage	145
	International roaming	146
13	Telstra Mobile Broadband - Next G® mobile broadband network	146
	For connections that commenced between 19 June 2012 and 26 November 2012.	146
	24 Month Plans	146

Part G – Recent and old data plans

	Plan charges	147
	Free Intra-account calls	147
	Changes to Data Plans	148
	Cancelling 24-month Data Plans	149
	At the end of your contract term	150
	Availability	150
	Charges - Data Plans – 24 month contract term (for connections that commenced between 19 June 2012 and 26 November 2012)	151
	Month to month basis	154
	Telstra Data Default Voice Plan	159
	Pay-As-You-Go charges	159
14	Telstra Mobile Broadband - Shared Plans	160
	For connections that commenced between 19 June 2012 and 26 November 2012.	160
	Suspended Shared Plans	161
	Existing Telstra Mobile Broadband customers	162
	Shared Plan charges	162
	Charges for excess eligible data usage are calculated per kilobyte.	166
	Changes to Shared Plans	166
	Transferring Shared Plans	167
	Migrating existing services	168
	Cancelling Shared Plans	169
	At the end of your contract term	170
	Availability	170
15	Telstra Wireless Bundles	170
	What is a Telstra Wireless Bundle?	170
	Eligibility	171
	Minimum Contract Term	171
	Bundle Options	171
	Telstra Corporate Plan terms, Enterprise Fleet Plan terms, Email Plan terms and Data Plan terms	172
	Connecting existing services to your Telstra Wireless Bundle	172
	Changing your bundle option or services (Telstra Wireless Bundles including a Telstra Corporate Phone Plan only)	172
	Cancelling your Telstra Wireless Bundle (Telstra Wireless Bundles including a Telstra Corporate Phone Plan only)	174
	Changing your bundle option or services (Telstra Wireless Bundles including an Enterprise Fleet Phone Plan only)	176
	Cancelling your Telstra Wireless Bundle (Telstra Wireless Bundles including an Enterprise Fleet Phone Plan only)	178
	At the end of your minimum contract term	180
	Single SIM/service number	180
	Account level discounts	180
	Other offers	180
	Mobile Repayment Option	180
	Charges	180
16	Telstra Mobility Plan	181
	What is the Telstra Mobility Plan?	181
	Availability	181
	Eligibility	181

Part G – Recent and old data plans

	Minimum contract term	181
	GPRS terms	181
	Service requirements	181
	Usage obligations	181
	At the end of your minimum contract term	182
	Cancelling your Telstra Mobility Plan	182
	Included data allowance	182
	Charges	183
	Account level discounts	183
	Other users	183
17	Telstra Business Mobility Pack	183
	Not available to new connections on and from 5 March 2009	183
	What is the Telstra Mobility Pack?	183
	Availability	184
	Minimum contract term	184
	GPRS terms and 3G and HSDPA terms,	184
	Mobile access to Microsoft Exchange Email	184
	Included data allowance	185
	Your use obligations	185
	Connecting existing mobile services to your Telstra Business Mobility Pack	186
	Changing your spend level	186
	Cancelling your Telstra Business Mobility Pack	186
	At the end of your minimum contract term	187
	Account level discounts	187
	Other users	188
	Other offers	188
	Charges for Packs connected prior to 2 May 2006	188
	Charges for Packs connected on and from 2 May 2006	188
18	Telstra Mobile IPWAN	190
	What is Telstra Mobile IPWAN?	190
	Eligibility	190
	Availability	190
	What is the Next G network?	190
	What is 3G?	191
	Telstra Mobile IPWAN plans	191
	24 month Device Plan	191
	International roaming	192
	Eligible voice plans	192
	Cancellations and Changes to Plans	193
	At the end of your contract term	193
	Plan charges (General)	193
	Connection fee	194
	Monthly service fee/access fee	194
	Account level discounts	194
	Group Plan not available	194
19	BlackBerry Individual Solution	194
	What is the BlackBerry Individual Solution?	194
	Availability	194
	Eligible e-mail addresses	195

Part G – Recent and old data plans

	BlackBerry Web Client	195
	Cancelling the service	196
	BlackBerry Individual Solution plan charges – For services connected on and from 25 May 2010 and before 1 November 2011	197
	BlackBerry Individual Solution plan charges – For services connected on and from 25 August 2008 and before 25 May 2010	198
	BlackBerry Voice Plan – charges for services connected before 1 November 2011	198
	Additional BlackBerry terms	198
	Using your Handset overseas	199
	Password protection	199
	Mobile Repayment Option and BIS Mobile Repayment Option- For connections before 1 November 2011	199
	BlackBerry App World Carrier Billing	199
	General	201
20	Fax and Data	202
21	My Business Mobile Data and My Business Wireless Broadband Plans	202
	General	202
	Availability	203
	What you must pay each month	204
	Sharing Data (My Business Mobile Data plans only)	204
	Your Monthly Data Allowance/Shared Monthly Data Allowance	206
	Voice calls and SMS	206
	Cancelling your My Business Plan and Early Termination Charge (ETC)	209
	At the end of your contract term	210
22	Telstra Connected Business Mobile Broadband Plans	210
	Telstra Connected Business Mobile Broadband Plans are no longer available for new connections on and from 1 June 2018.	210
	Availability	211
	Contract term	211
	Data Use	214
	Monthly Data Allowance	214
	Connected Business Mobile Broadband Plan charges	215
	Pro-rata on connection	216
	Changing your Connected Business Mobile Broadband Plan	216
	Early termination charges for Connected Business Mobile Broadband DCO Plans and Connected Business Mobile Broadband BYO Plans	216
	Share Data Packs	217
	Suspended Connected Business Mobile Broadband Plans	218
23	The Sendum Asset Monitoring Solution	220
	Availability	220
	Eligibility	222
	General Licence Terms	222
	Data	222

Part G – Recent and old data plans

Contract term	222
Cancelling, Changing or Terminating the Sendum Solution	223
Additional terms	225
Limited Warranty and Liability	227

Part G – Recent and old data plans

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.

1.2 This section of Part G contains terms and conditions for plans that are no longer available for sale to new customers and/or for customers who want to change their existing plan or add new services to their existing plan.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of [Part A – General of the Telstra Mobile section](#) for more detail on how the various parts of the Telstra Mobile section should be read together.

Part G – Recent and old data plans

2 Business Mobile Data Plans

For new connections on and from 25 June 2019

Eligibility and Availability

2.1 To be eligible for a Business Mobile Data Plan, you need a 10 digit account number and an ABN, ACN or ARBN. We supply Business Mobile Data Plans for business purposes, so you must use the plan predominantly for business purposes.

2.2 Services connected to the following plans can't be on the same account as services on Business Mobile Data Plan:

- Telstra Business Mobile Advantage
- Telstra Business All-4-Biz Plans
- Telstra Business Mobile PLUS
- Telstra Business Fleet Select
- Telstra Business Mobile Select
- Corporate Mobile Plus
- Telstra Business Fleet Connect
- Telstra Business Phone
- Telstra Business Member
- Consumer Mobile
- Enterprise Fleet

2.3 All Business Mobile Data Plans are month-to-month plans that are available until withdrawn by us. At the end of each month your Business Mobile Data Plan will automatically roll over to the next month unless you or we change or cancel the plan (see clauses 2.18 to 2.21 below).

2.4 To connect your existing Telstra business mobile data service to a new Business Mobile Data Plan, you must request to be moved and connected to a new Business Mobile Data Plan. This will lead to the cancellation of your existing Telstra business mobile data plan. We will not charge any applicable early termination charges for your service, however you'll have to pay us any fees and remaining device repayments arising from that cancellation, in full, if an associated device cannot be upgraded or transferred across to the new Business Mobile Data Plan.

2.5 Unless otherwise stated, all add-on packs and offers associated with the old Business Mobile Data Plans before 25 June 2019 are not compatible with new Business Mobile Data Plans and cannot be added to your Business Mobile Data Plan or brought across if you're moving from an old business mobile plan to a new Business Mobile Data Plan, including all shareable and non-shareable data-packs, including Business Demand Data and Extra Data.

Device Options

2.6 You can bring your own Telstra Mobile Network compatible device or, you can purchase an eligible device from us on a Device Payment Contract (“DPC”). The DPC terms and conditions are set out in [Part C – Special Promotions](#) of the Telstra Mobile Section of Our Customer Terms.

Part G – Recent and old data plans

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

Accessory Repayment Option

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

Plan options

- 2.13 You can choose from the Business Mobile Data Plans set out in the table below.

Business Mobile Data Plans	Extra Small	Small	Medium	Large
Monthly Charge	\$15	\$25	\$50	\$75
Data (shareable) for use in Australia	5GB	20GB	60GB	200GB
Term	Month-to-month			
Calls in Australia to Standard Australian Numbers	PAYG - \$1/min charged in 1 min blocks or part thereof			

Part G – Recent and old data plans

SMS / MMS to Standard Australian numbers	25¢ for SMS /50¢ for MMS per message sent per recipient	
Data Speed Shaping after data allowance is exceeded	Up to a maximum of 1.5mbps (which is not suitable for HD video or high speed applications, and means that some webpages, video/social media content may take longer to load) and slowed further during busy periods. For personal use in a smartphone only. Heavy data users (users in the top 1% of all data users) may experience slower speeds than other users during busy periods. FairPlay policy applies. For use in Australia).	
Telstra New Tablet Feeling® Redemption (only with DPC)	\$149 fee (if redeemed) - see Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms . New Tablet Feeling is not available to customers to take up a device payment contract (DPC) on and from 14 January 2020.	
StayConnected Advanced™	Optional +\$15/month	
International Roaming outside of Australia	International Day Pass for an additional charge per day, unlimited calls/SMS and 500MB/day of data to use that day while in Eligible Roaming Destinations Standard PAYG rates apply outside of Eligible Roaming Destinations or if you choose to opt out of your International Day Pass For charges and a list of Eligible Roaming Destinations visit telstra.com/overseas or see Part I – International Roaming of the Telstra Mobile Section of Our Customer Terms	
International Calls and SMS/MMS from Australia	Standard PAYG rates apply – see Part D – Other Call Types of the Telstra Mobile Section of Our Customer Terms for PAYG rates for calls and Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms for SMS/MMS	
5G Network Access (Customers must have a 5G compatible device and be in a 5G area)	Automatically included at no extra charge until 30 June 2020	
5G is available in selected areas		
5G Network Access from 1 July 2020)	Not included 3G, 4G and 4GX access only	Included
Unlimited Telstra Air Wi-Fi Data Allowance	Included	
	All for use in Australia (except international roaming). Voice compatible device required for calls and SMS.	

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

- 2.14 Your Business Mobile Data Plan doesn't include a call or SMS allowance. If you make calls or send an SMS when using a call/SMS capable device the charges set out in the table above will apply.
- 2.15 You can only make standard calls, SMS and MMS to standard Australian numbers. Standard calls and messages include most types of national direct dial voice calls, video calls and messages made in Australia to standard Australian numbers, including voice calls to 11xx, 13xx (6 and 10 digit), and 12xx numbers (including 1234, 12455 and 12456

Part G – Recent and old data plans

numbers but excluding Sensis® and 12 numbers listed as Non-standard calls and messages), calls and SMS to Telstra and Optus satellite mobiles, diversions within Australia to fixed numbers with only an 02, 03, 07 or 08 area code, mobile numbers commencing with only 04xx, calls to all 18xx numbers, standard SMS, MMS, and MessageBank® retrieval and diversion, iPhone MSG Bank Plus and any other calls or messages as determined by us.

- 2.16 The terms and conditions for SMS/MMS are set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

What you must pay each month

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

Changing or cancelling your plan

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

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

- 2.19 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
- (a) a pro-rated amount for your last billing cycle based on when you cancel your plan; and

Part G – Recent and old data plans

- (b) if you've taken up a DPC or ARO associated with that plan, the balance of all remaining repayments in full.

Our changes to your plan or add-ons

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

For customers who take up Mobile Data Plans on and from 01 July 2020

If we change your plan or move you to a new plan, those changes may be:

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

Neutral or beneficial changes

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

Detrimental changes

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

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

(A) $\text{Upfront equipment cost} \times (24 - \text{number of months spent continuously on the plan or add on}) / 24 \text{ months.}$

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

If we change your plan or move you to a new plan:

- 1.1 We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.

Part G – Recent and old data plans

- (d) If you don't like the changes or the new plan, you can choose a new plan (once a month) or cancel your plan. If you cancel your plan, you'll need to pay out the remaining cost of your devices, accessories or services in full.

Please note that Clause 4 (Changing Our Customer Terms) of the [General Terms](#) does not apply to Business Mobile Data Plans under this clause 2.

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

Shareable Monthly Data Allowance

- 2.22 Each Business Mobile Data Plan has a shareable monthly data allowance for use within Australia. The total shared data allowance for your account is the combined monthly data allowance of all Eligible Services (see clause 2.26) on your account (**Shared Monthly Data Allowance**).
- 2.23 If you use more than your Shared Monthly Data Allowance in a month, you will not be charged extra for use of data within Australia and will continue to receive additional data with speeds capped at 1.5Mbps for the rest of the month across all Eligible Services until your next billing period (**No Excess Data Charges in Australia**). This speed is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content and may take longer to load. You can still use your device(s) to tether or create a wireless hotspot for other devices, but your speeds may be slowed further. We will also slow speeds further during busy periods to manage network congestion and ensure overall network experience.
- 2.24 If you have exceeded your Shared Monthly Data Allowance, you can increase the plan of one or more of your Eligible Services once a month, to increase your Shared Monthly Data Allowance. See clause 2.18 on how to change your plans. You cannot add a data pack to any Eligible Service to increase your Shared Monthly Data Allowance.
- 2.25 Any unused Shared Monthly Data Allowance expires at the end of each billing month. You'll receive notifications of your data usage at approximately 50%, 85% and 100% of your Shared Monthly Data Allowance to help you make the most of your Shared Monthly Data Allowance. You can also check how much data you've used via the 24x7 app, MyAccount, and the Mobile Data Usage Meter.

Eligible Services for data sharing

- 2.26 Where you take up a Business Mobile Data Plan or move an existing service to a Business Mobile Data Plan:

Part G – Recent and old data plans

- (a) Your Shared Monthly Data Allowance will be automatically pooled and shared with the data allowances of services on the same account that are connected to one of the following plans (the **Eligible Services**):

- Business Mobile Data Plans
- Business Mobile Plans
- Business Mobile Lease Plans
- My Business Mobile Data Plans
- Go Business Mobile Data Plan
- Go Business Data Share SIMs
- TMB Business Share
- \$5 or \$0 Data Share SIMs
- Business Performance Data Share Packages
- Business Mobile Broadband Share Plan
- Data Share SIM Plans
- My Business Mobile Data Plans
- Go Business Mobile Broadband Plans
- Easy Share Business Plans
- Team Plans
- DOT Mobile
- Business Performance Plans (Shared)

- A. Your Eligible Services will automatically:

- (i) be converted to No Excess Data Charges in Australia, and Extra Data will be removed; and
- (ii) have Business Demand Data removed.

Your Eligible Services will otherwise continue with the same minimum monthly charges and any existing bonus data or credit. If Extra Data has already been charged for that billing period, there will be no refund for that charge.

Example: You currently have a \$99 shareable Business Mobile Plan with a 12GB monthly data allowance and Extra Data (an Eligible Service) and a non-shareable \$45 My Business Wireless Broadband Plan 20GB with Extra Data (not an Eligible Service). You then buy a Medium Business Mobile Data Plan for \$60 and a 60GB included monthly data allowance.

Your Business Mobile Plan is automatically converted to No Excess Data Charging, giving your account a Shared Monthly Data Allowance of 72GB across both your Business Mobile Data Plan and Business Mobile Plan. If you exceed the Shared Monthly Data in a month, then both services will have speeds shaped to a maximum of 1.5Mbps but no excess data charges will apply.

Your Business Mobile Plan continues unchanged with the same minimum monthly charge and any existing bonus data or credit, except that Extra Data will be removed. However, Extra Data will remain on your non-shareable \$45 My Business Wireless Broadband Plan, which continues unchanged.

No International Calls and SMS Allowance (from Australia)

- 2.27 Business Mobile Data Plans do not include any allowance for international calls or SMS while you are in Australia. If you make any international calls or send international SMS while you are in Australia, you can:

Part G – Recent and old data plans

- (a) purchase an International Calling and SMS Pack for unlimited standard international calls or SMS to eligible countries (you will be charged extra for all non-standard international calls or SMS and all international calls or SMS outside eligible countries); or
 - (b) pay standard Pay-as-You-Go (**PAYG**) rates for all international calls or SMS.
- 2.28 See below for details on the International Calling and SMS Pack, eligible countries and [Part D - Other Call Types](#) of the Telstra Mobile Section of Our Customer Terms for standard PAYG rates.

International Roaming

- 2.29 International roaming is automatically activated on Business Mobile Data Plans (unless you're recontracting with your existing number or have chosen to opt to bar international roaming for that mobile service). Standard international roaming rates apply. [See Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).

International Roaming Day Pass

- 2.30 All Business Mobile Data Plans have an International Day Pass activated, which for an additional charge per day lets you make and receive unlimited standard voice calls and SMS and includes 500MB data for use each day (AEST) when travelling in Eligible Roaming Destinations. If you use more than your included data allowance on your International Day Pass, we'll automatically add extra data to your service in blocks of 1GB for \$10 valid for 31 days. For more information refer to [Part I – Heading Overseas \(International Roaming\) of the Telstra Mobile Section of Our Customer Terms](#).
- 2.31 Standard international roaming calls, SMS and MMS rates and mobile data at \$3 per MB (charged per KB or part) applies where you:
- (a) use your mobile outside of Eligible Roaming Destinations; or
 - (b) choose to opt out of your International Day Pass.

Voice calls and SMS

- 2.32 You cannot remove your SIM from your compatible tablet or mobile broadband device and insert it into a mobile handset for the purposes of accessing data over the Telstra Mobile Network with that mobile handset. If you insert your SIM in a mobile handset, we will block your access to data from that mobile handset. If this occurs, you will need to return the SIM to your compatible tablet or mobile broadband device to resume data access.
- 2.33 To access call and SMS capability, your SIM card must be placed in a call/SMS capable device. Not all tablet/mobile broadband devices have this functionality.

Part G – Recent and old data plans

FairPlay Policy

- 2.34 The Business FairPlay Policy set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#) applies to Business Mobile Data Plans (except the provisions about Excessive Use). In addition to your FairPlay obligations, you must not, or allow any others to, use your service other than for your own personal and business use and may not use your service:
- (a) to resell or commercially exploit any of our mobile services or SIM cards;
 - (b) in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider; or
 - (c) with handsets or other devices other than those that have been approved by us for use on our networks.
- 2.35 For the purposes of clause 2.34, this includes (but is not limited to) using your service:
- (a) to re-route call traffic in order to disguise the originating party;
 - (b) for the purposes of resale;
 - (c) to generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);
 - (d) to transit, refile or aggregate domestic or international traffic on Telstra's network;
 - (e) as a call collection service and/or for call redirection to call centres, call sinks or mass termination services;
 - (f) in such a way that use of the service is automatically generated by a device controlled by software and/or hardware; or
 - (g) with devices that switch or reroute calls to or from Telstra's network or any third party without Telstra's consent.

3 Telstra Mobile Broadband - Next G network

For connections prior to 26 September 2007

Availability

- 3.1 On and from 26 September 2007, the Telstra Mobile Broadband service as outlined in this clause 2 is not available;
- (a) to new customers; or

Part G – Recent and old data plans

- (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.

What is Telstra Mobile Broadband?

- 3.2 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra Turbo Card and any other device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s Next G/3G/GPRS networks.
- 3.3 You can access the Telstra Mobile Broadband service with a 24-month or month-to-month Data Pack (kilobyte charging) (“**Data Pack**”) or on a Pay-As-You-Go (“**PAYG**”) basis. If you contracted for a 24-month or month-to-month PC Pack (timed charging, subject to kilobyte limits under the FairPlay Policy) (“**PC Pack**”) prior to 22 February 2007, you are able to access the Telstra Mobile Broadband service under your PC Pack.
- 3.4 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 3.5 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 3.6 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

Coverage and handover between networks

- 3.7 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.
- 3.8 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time.
- 3.9 A Capable Device will hand-over from the Next G network to the 3G or GPRS networks and maintain your connection during data transfers. When moving from the 3G or GPRS networks to the Next G network, data transfer will continue after 20 to 30 seconds and a handover will occur where the Next G network is available and suitable radio conditions exist.

Usage of Next G network and devices

- 3.10 A Capable Device will access data over Telstra’s Next G, 3G and GPRS networks. You may use a GPRS only device with a Pack. However, a Capable Device is required to access the Next G network.

Part G – Recent and old data plans

- 3.11 For optimum performance on our Next G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC. The Capable Device may also fit other customer equipment (such as selected PDAs) however we are unable to provide support for Capable Devices used in this configuration.
- 3.12 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 3.13 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at www.telstra.com). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 3.14 If you buy a Telstra Turbo Card from us, your Telstra Turbo Card is programmed to operate only on Telstra's Next G and GSM networks. If you wish to use your Telstra Turbo Card with a non Telstra SIM card we will charge a network unlocking fee of \$27.50 to unlock your Telstra Turbo Card.
- 3.15 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

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

Eligible Data Usage

- 3.16 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

International roaming

- 3.17 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms – home and family customers [click here](#); business and government customers [click here](#).)

Part G – Recent and old data plans

Pack charges (General)

3.18 You must pay us:

- (a) the monthly service/access fee for your selected Pack; and
- (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan).

Changes to PC Packs and Data Packs ("Packs")

3.19 You may move to another Pack at any time, while the Packs are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Pack. However, if your original Pack:

- (a) has a 24-month term and you move to a lower value Pack, you will be required to pay an early termination charge (“ETC”) as set out below and you will be moved to that lower value Pack on a month to month basis, unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term;
- (b) has a 24-month term and you move to a Pack on a month to month basis, you will be required to pay an ETC as set out below;
- (c) is on a month to month basis and you make more than one change to your Pack in a two month period, we may charge you a \$50 administration fee; or
- (d) has a 24 month term and you move to a higher value Pack, your existing 24 month term will continue and you may move back to your original lower value Pack and you will not be required to pay an ETC.

Cancelling 24-month Packs

3.20 You may terminate your Pack at any time. However, if during your 24-month contract term, you terminate your Pack other than as a result of our material breach, move to a monthly Pack or we deactivate your Pack for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

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

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

Part G – Recent and old data plans

- 3.21 The ETC payable decreases over the life of the 24-month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 3.22 The ETC specified in your application form is in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

- 3.23 If your Pack has a 24-month term, at the end of your contract term, your service will remain on your selected Pack on a month to month basis. If that Pack is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Pack, you may terminate that Pack by giving us notice. Group Plan not available.
- 3.24 Packs are not compatible with any Telstra Mobile group offer.

Data Packs (General)

- 3.25 Data Packs are available until withdrawn by us.
- 3.26 The default APN for Data Packs is the Telstra.datapack APN (for the \$59, \$89, \$109 and \$179 Data Packs) and Telstra.internet and Telstra.wap APNs (for the \$5, \$8, \$16 and \$29 Data Packs). On the Telstra.datapack APN, you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet and Telstra.wap APNs you will not be logged out due to data transmission inactivity.
- 3.27 Use of APNs other than Telstra.datapack, Telstra.internet and Telstra.wap APNs for the specified Data Packs will not form part of the monthly included kilobyte allowance specified in the Data Pack charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.
- 3.28 Data Packs include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 3.29 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 3.30 You may use the monthly kilobytes included in your Data Pack to access data over our Next G, 3G and GPRS networks.
- 3.31 If you are a \$5, \$8, \$16 or \$29 Data Pack customer, you must connect and stay connected to an eligible in market Telstra post-paid mobile voice plan. Other Data Pack customers may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. If you are on a Data Pack with a minimum monthly fee of \$59 or more and you do not choose to connect to an eligible Telstra post-paid mobile voice plan, you will be connected to a Telstra Data Default Voice Plan. See the Telstra Mobile Section of Our Customer Terms for details.

Part G – Recent and old data plans

- 3.32 For Data Pack customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates set out in the charging tables below will apply.
- 3.33 You can choose whether to connect to a Data Pack for a 24-month term or on a month to month basis. 24-month Data Packs include a Capable Device at a subsidised price. Customers connected to a Data Pack on a month to month basis do not receive a subsidised Capable Device but are eligible for a standard Mobile Repayment Option as set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).
- 3.34 If you have a Data Pack and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

Data Pack charges for customers who contracted on and from 22 February 2007

Charges – Data Packs – 24 month contract term

- 3.35 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month term Data Pack:

Data Pack	\$59		\$89		\$109		\$179	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$53.64	\$59.00	\$80.91	\$89.00	\$99.10	\$109.00	\$162.73	\$179.00
Monthly included kilobytes for eligible data usage	200MB		500MB		1000MB		2000MB	
Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block)	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢

Part G – Recent and old data plans

Data Pack	\$59		\$89		\$109		\$179	
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB). Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Month to month basis

3.36 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Pack:

Data Pack	\$5		\$8		\$16		\$29		\$59		\$89		\$109		\$179	
	GST excl.	GST incl.	GST excl.	GST incl.	GST incl.	GST excl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$4.55	\$5.00	\$7.27	\$8.00	\$14.55	\$16.00	\$26.36	\$29.00	\$53.64	\$59.00	\$80.91	\$89.00	\$99.10	\$109.00	\$162.73	\$179.00
Monthly included kilobytes for eligible data usage	1MB		3MB		10MB		70MB		200MB		500MB		1000MB		2000MB	
Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block)	0.455¢	0.50¢	0.236¢	0.26¢	0.182¢	0.20¢	0.182¢	0.20¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times																
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms																

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

Data Pack charges for customers who contracted before 22 February 2007

24 month contract term

3.37 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month term Data Pack:

Data Pack	\$49		\$79		\$99		\$169	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$44.55	\$49.00	\$71.82	\$79.00	\$90.00	\$99.00	\$153.64	\$169.00
Monthly included kilobytes for eligible data usage	200MB		500MB		1000MB		2000MB	
Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block)	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

When calculating data volumes:

- where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Month to month basis

3.38 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Pack:

Data Pack	\$5		\$8		\$29		\$49		\$79		\$99		\$169	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$4.55	\$5.00	\$7.27	\$8.00	\$26.36	\$29.00	\$44.55	\$49.00	\$71.82	\$79.00	\$90.00	\$99.00	\$153.64	\$169.00
Monthly included kilobytes for eligible data usage	1MB		3MB		70MB		200MB		500MB		1000MB		2000MB	
Fee for eligible data usage exceeding the monthly included kilobytes (charge per kilobyte block)	0.455¢	0.50¢	0.236¢	0.26¢	0.182¢	0.20¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢	0.02273¢	0.025¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan– at all times														
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
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														

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

Pay-As-You-Go (General)

- 3.39 If you are a PAYG customer, your PAYG connection includes connection to the Telstra Data Default Voice Plan. PAYG customers may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. Therefore, if you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).
- 3.40 Account level discounts do not apply for access to Telstra Mobile Broadband on a PAYG basis unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term.

Pay-As-You-Go charges

The following charges are no longer applicable on and from 2 October 2007

- 3.41 We charge the following charges for the Telstra Mobile Broadband service you use if you are a PAYG customer.

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 kilobyte block or part thereof sent or received in a particular session.	1.365¢	1.5¢

When calculating data volumes:

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

PC Packs (General) for customers who contracted before 22 February 2007

- 3.42 These terms only apply to customers who contracted for a PC Pack service before 22 February 2007.
- 3.43 PC Packs are not available to new or recontracting customers.

Part G – Recent and old data plans

- 3.44 The default APN for PC Packs is the Telstra.pcpack APN. On the Telstra.pcpack APN you are automatically logged out of your session after 15 minutes of data transmission inactivity.
- 3.45 Use of APNs other than Telstra.pcpack and Telstra.datapack APNs for customers on a PC Pack will not form part of the monthly included hours allowance specified in the PC Pack charging tables below, and will be charged at PAYG rates as specified in the PAYG charging table above.
- 3.46 PC Packs include a monthly included hours component (subject to the data limit set out in the FairPlay Policy) and a special rate for eligible data usage in excess of the monthly included hours. This rate is set out in the charges tables below.
- 3.47 Any unused monthly included hours at the end of each month will not roll over for use in the next month.
- 3.48 Our FairPlay Policy applies to included data usage on PC Packs, in that a kilobyte limit also applies in addition to your included hours each month. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).
- When calculating data volumes for this purpose:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).
- 3.49 Your PC Pack connection includes connection to the Telstra Data Default Voice Plan. You are ineligible to take up a Telstra post-paid voice plan other than the Telstra Data Default Voice Plan.
- 3.50 You may use the monthly included hours included in your PC Pack to access data over our Next G/3G/GPRS networks up to the data limit specified in the FairPlay Policy. The default voice and SMS rates set out in the charging tables below apply.
- 3.51 Account level discounts do not apply to PC Packs.

PC Pack charges

24 month contract term

- 3.52 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month term PC Pack:

PC Pack	\$49	
	GST excl.	GST incl.
Monthly service fee	\$44.55	\$49.00

Part G – Recent and old data plans

PC Pack	\$49	
	GST excl.	GST incl.
Monthly included hours for eligible data usage (subject to Telstra's FairPlay Policy)	20 hours	
Fee for eligible data usage exceeding the monthly included hours (charge per 5-min block or part thereof)	\$0.54	\$0.60
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.64¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

When calculating usage time for the purpose of the monthly included hours, usage is calculated in 5 minute blocks so if usage time is less than 5 minutes, it is rounded to 5 minutes.

Charges for excess eligible data usage are calculated per 5 minute block.

Month to month basis

3.53 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly PC Pack:

PC Pack	\$29		\$49	
	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$26.36	\$29.00	\$44.55	\$49.00
Monthly included hours for eligible data usage (subject to Telstra's FairPlay Policy)	10 hours		20 hours	
Fee for eligible data usage exceeding the monthly included hours (charge per 5-min block or part thereof)	\$0.73	\$0.80	\$0.54	\$0.60
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times				
On connection	22.73¢	25¢	22.73¢	25¢

Part G – Recent and old data plans

PC Pack	\$29		\$49	
	GST excl.	GST incl.	GST excl.	GST incl.
Per 30 second block or part thereof	38.64¢	42.5¢	38.64¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms				

When calculating usage time for the purpose of the monthly included hours, usage is calculated in 5 minute blocks so if usage time is less than 5 minutes, it is rounded to 5 minutes.

Charges for excess eligible data usage are calculated per 5 minute block.

4 Telstra Mobile Broadband - Next G network

For connections that commenced between 23 November 2010 to 26 September 2011

Availability

- 4.1 On and from 26 September 2011, the Telstra Mobile Broadband service as outlined in this clause 4 is not available;
- (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.

What is Telstra Mobile Broadband?

- 4.2 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra Turbo™ Card, Telstra Elite® Card, Telstra Ultimate® USB modem and any other device or PDA approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s Next G/3G/GPRS networks.
- 4.3 You can access the Telstra Mobile Broadband service with a Data Plan (kilobyte charging applies) on either a 24-month or month-to-month contract (“**Data Plan**”) or on a Pay-As-You-Go (“**PAYG**”) basis. A reference to a “**24 month Standard Data Plan**” is a Data Plan on a 24 month contract and a reference to a “**Casual Plan**” is a Data Plan on a month to month contract.
- 4.4 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 4.5 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.

Part G – Recent and old data plans

- 4.6 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 4.7 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.
- 4.8 On and from 25 January 2011, the following minimum monthly spends on Data Plans will no longer be available for new connections:
- (a) \$560 minimum spend on a 24 month Standard Data Plan;
 - (b) \$5, \$10, \$29 and \$560 minimum spend on a Monthly Casual Data Plan; and
 - (c) \$149 minimum spend on a Business Mobile Data Pack.
- 4.9 On and from 25 January 2011 there will be no Member Credits applied to Data Plans. All Data Plans to which Member Credits of \$10 applied prior to 25 January 2011 will have a minimum monthly spend of the same amount as if the Member Credits were still applied.
- 4.10 On and from 25 January 2011 all existing "Mobile Voice Data Packs" have been re-named "Business Mobile Data Packs".

24 Month Plans

- 4.11 There are three types of 24 month Data Plans:
- (a) 24 month Standard Data Plans;
 - (b) 24 month Member (SIM Only) Plans and
 - (c) 24 month Embedded TMB Plans.
- 4.12 The 24 month Standard Data Plan comes with a specified Capable Device. The Member (SIM Only) Plan is available with a BYO device or with an MRO. Embedded TMB Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.
- 4.13 24 month Standard Data Plans must be connected to a Capable Device being a:
- (a) HSDPA (High Speed Downlink Packet Access) device at no additional cost or for an additional cost payable by you upfront ("Upfront Payment Plan"), depending on the model of the Capable Device and Data Plan chosen;
 - (b) HSUPA (High Speed Uplink Packet Access) device at no additional cost or for an additional cost payable by you upfront ("Upfront Payment Plan"), depending on the model of the Capable Device and Data Plan chosen; or

Part G – Recent and old data plans

- (c) eHSPA (Enhanced High Speed Packet Access) device, available to you at either no additional cost or for an additional cost payable by you upfront (“**Upfront Payment Plan**”), depending on the model of the Capable Device and Data Plan chosen;

- 4.14 The 24 month Standard Data Plan is available with a minimum monthly spend of \$29, \$39, \$49, \$79, \$159, \$360, \$480 or \$600.
- 4.15 The 24 month Member (SIM Only) Plan is available with a minimum monthly spend of \$19, \$29, \$39, \$69 or \$149.
- 4.16 The Member Plans **do not** include a specified Capable Device

Embedded TMB Plans

- 4.17 The Embedded TMB Plan is available with a minimum monthly spend of \$29, \$39, \$49, \$79 or \$159.
- 4.18 Embedded TMB Plans have the same construct as the 24 month Member (SIM Only) Data Plan with a Monthly Service Fee of \$10 more.

Casual Plans

- 4.19 There are two types of Casual Plans:
 - (a) Monthly Casual Data Plans; and
 - (b) Business Mobile Data Packs.
- 4.20 You are only eligible to purchase a Business Mobile Data Pack for a particular mobile service where that service is currently connected to an eligible mobile voice plan.
- 4.21 An eligible mobile voice plan for a Business Mobile Data Pack is a post-paid mobile voice plan on the Telstra Next G mobile network that has a monthly network access fee of \$10 or more, or any other post-paid mobile voice plan approved by us.
- 4.22 The Casual Plans **do not** include a specified Capable Device. On and from 12 April 2011, the only Capable Devices that a Business Mobile Data Pack can be connected to are mobile handsets or mobile tablets with voice capabilities and are not available for connection to any other Mobile Broadband devices, including Telstra Turbo™ Card, Telstra Elite® Card, Telstra Ultimate® USB modem, Telstra Elite® Wireless and Telstra Turbo® Gateway. If the Business Mobile Data Pack is connected to a Mobile Broadband device other than a mobile handset or mobile tablet with voice capabilities, we will move your connection to a Monthly Casual Data Plan with a monthly service fee of \$39.
- 4.23 The Monthly Casual Data Plan is available with a minimum monthly spend of \$39, \$49, \$69, \$99, \$169, \$360, \$480 or \$600.
- 4.24 The Business Mobile Data Pack is available with a minimum monthly spend of \$10, \$19, \$29, \$39 and \$69.

Part G – Recent and old data plans

Coverage and handover between networks

- 4.25 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.
- 4.26 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time. If you want to switch between Next G/3G/GPRS you will first need to disconnect and then reconnect.
- 4.27 A Capable Device will hand-over from the Next G network to the 3G or GPRS networks and maintain your connection during data transfers. When moving from the 3G or GPRS networks to the Next G network, data transfer will continue after 20 to 30 seconds and a handover will occur where the Next G network is available and suitable radio conditions exist.

Usage of Next G network and devices

- 4.28 A Capable Device will access data over Telstra's Next G, 3G and GPRS networks. You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network.
- 4.29 For optimum performance on our Next G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC (such as a PC Card) or without a laptop PC (such as a PDA or Tablet). We are unable to provide support for Capable Devices used in other customer equipment.
- 4.30 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 4.31 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at www.telstra.com). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 4.32 If you buy a Telstra Turbo or Telstra Elite Card or Telstra Ultimate USB Modem from us, your Telstra Turbo or Telstra Elite Card or Telstra Ultimate USB Modem is programmed to operate only on Telstra's Next G and GSM networks. If you wish to use your Telstra Turbo or Telstra Elite Card or Telstra Ultimate USB Modem with a non Telstra SIM card we will charge a network unlocking fee of \$27.50 to unlock your Telstra Turbo or Telstra Elite Card or Telstra Ultimate USB Modem.
- 4.33 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use

Part G – Recent and old data plans

your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

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

Eligible Data Usage

- 4.34 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

International roaming

- 4.35 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms – home and family customers [click here](#); business and government customers [click here](#).)

Plan charges

- 4.36 You must pay us:
- (a) the monthly service/access fee for your selected Data Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan); and
 - (c) For data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. If you connected to your Data Plan prior to 25 January 2011, your Excess Cap is \$5000. If you connected to your Data Plan on or after 25 January 2011, your Excess Cap is \$100.

Free Intra-account calls

- 4.37 If you connected to your Data Plan on or after 25 January 2011 you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband or Mobile services on the same account.
- 4.38 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies.

Part G – Recent and old data plans

- 4.39 Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to Standard, Member or Casual in-market plans.

Changes to Data Plans

- 4.40 You may move to another Data Plan at any time, while the Data Plans are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Data Plan. However, if your original Data Plan:
- (a) has a 24-month term and you move to a lower value Data Plan, you will be required to pay an early termination charge (“ETC”) as set out below and you will be moved to that lower value Data Plan on a month to month basis, unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term. We may also charge you a \$50 administration fee;
 - (b) has a 24-month term and you move to a Data Plan on a month to month basis, you will be required to pay an ETC as set out below;
 - (c) is on a month to month basis and you make more than one change to your Data Plan in a two month period, we may charge you a \$50 administration fee; or
 - (d) has a 24 month term and you move to a higher value Data Plan, your existing 24 month term will continue and you may move back to your original lower value Data Plan and you will not be required to pay an ETC.

Migrating existing services

- 4.41 If you connected to a 24 month Member (SIM Only) Data Plan between 21 January and 23 November 2010 with a minimum monthly fee of:
- (a) \$59, you may move to a Member (SIM Only) Data Plan with a minimum monthly fee of \$39 or more; or
 - (b) \$79, you may move to a Member (SIM Only) Data Plan with a minimum monthly fee of \$69 or more,
- and you will not be required to restart your minimum term or pay an ETC.
- 4.42 If you connected to a 24 month Standard Data Plan between 21 January and 23 November 2010 with a minimum monthly fee of:
- (a) \$69, you may move to a Standard Data Plan with a minimum monthly fee of \$49 or more; or
 - (b) \$89, you may move to a Standard Data Plan with a minimum monthly fee of \$79 or more,

Part G – Recent and old data plans

and you will not be required to restart your minimum term or pay an ETC.

4.43 If you are connected to a 24 month Member (SIM Only) Data Plan you may move to a Standard Data Plan with a minimum monthly fee of equal or higher value and you will not be required or pay an ETC. You will be required to restart your minimum term.

Cancelling 24-month Data Plans

You may terminate your Data Plan at any time. However, if during your 24-month contract term, you terminate your Data Plan other than as a result of our material breach, move to a monthly Data Plan or we deactivate your Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

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

Base ETC amounts for Member (SIM Only) Data pack is as follows \$19 = \$270; \$29 = \$400; \$39 = \$480; \$69=\$650; \$149 = \$900. Base amounts for Standard Data pack is as follows \$29 = \$850; \$39 = \$900; \$49 = \$1000; \$79 = \$1,100; \$159 = \$1,350; \$360 = \$1,850; \$480 = \$1,850; \$560 = \$1,850; \$600 = \$1,850. Base ETC amounts for Embedded TMB Plans is as follows \$29 = \$387; \$39 = \$468; \$49=\$539; \$79=\$658; \$159 = \$914.

4.44 The ETC payable decreases over the life of the 24-month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

4.45 The ETC specified in your application form is in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

4.46 If your Data Plan has a 24-month term, at the end of your contract term, your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Data Plan, you may terminate that Data Plan by giving us notice.

Availability

4.47 Data Plans are not compatible with any Telstra Mobile group offer.

4.48 Data Plans are available until withdrawn by us.

4.49 You may use the Telstra Mobile Broadband service on the Telstra.datapack APN. . The default APN for the Casual \$5, \$10, and \$29 Data Packs and the Business Mobile Data Packs is the Telstra. internet and Telstra.wap. For all other Telstra Mobile Broadband Data Packs the default APN is Telstra.datapack. On the Telstra.datapack APN, you are automatically logged out of your session after 2 hours of data transmission inactivity On

Part G – Recent and old data plans

the Telstra.internet and Telstra.wap APNs you will not be logged out due to data transmission inactivity.

- 4.50 Use of APNs other than Telstra.datapack, Telstra.internet and Telstra.wap APNs for the specified Data Plans will not form part of the monthly included kilobyte allowance specified in the Data Plan charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.
- 4.51 Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 4.52 If you connected to your Data Plan on or after 25 January 2011 and before 27 September 2011, you have an excess cap of \$100 for data you use in excess of your monthly included kilobytes, so you must pay us the excess charges up to an Excess Cap amount (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.
- 4.53 If you connected to your Data Plan on or after 21 January 2010 and before 22 November 2010, you have an excess cap of \$5,000 for data you use in excess of your monthly included kilobytes, so you must pay us the excess charges up to an Excess Cap amount (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.
- 4.54 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 4.55 You may use the monthly kilobytes included in your Data Plan to access data over our Next G, 3G and GPRS networks.
- 4.56 If you are a \$5, \$10 or \$29 Monthly Casual Data Plan customer or Business Mobile Data Pack customer, you must connect and stay connected to an eligible in market Telstra business post-paid mobile voice plan. For the avoidance of doubt, customers connecting on and from 25 January 2011 are not eligible to connect on the \$5, \$10 or \$29 Monthly Casual Data Plans. Except as set out above, other 24 Month and Monthly Casual Data Plan customers may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. If you are on a 24 Month or Monthly Casual Data Plan with a minimum monthly fee of \$29 or more and you do not choose to connect to an eligible Telstra post-paid mobile voice plan, you will be connected to a Telstra Data Default Voice Plan. See the Telstra Mobile Section of Our Customer Terms for details.
- 4.57 For Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates set out in the charging tables below will apply.
- 4.58 You can choose whether to connect to a Data Plan for a 24-month term or on a month to month basis. 24-month Standard Data Plans include a Capable Device at a partially or

Part G – Recent and old data plans

fully subsidised price. Customers connected to a Data Plan on a month to month basis or a 24 Month Member Data Plan do not receive a subsidised Capable Device but are eligible for a standard Mobile Repayment Option (“MRO”) as set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). Only one MRO may be entered into for each Data Plan.

- 4.59 If you have a Data Plan and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charges - Data Plans – 24 month contract term (for connections on and from 23 November 2010)

4.60 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Standard Data Plan.

Data Plan	\$29		\$39		\$49		\$79		\$159		\$360	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$26.36	\$29	\$35.45	\$39	\$44.55	\$49	\$71.82	\$79	\$144.55	\$159	\$327.27	\$360
Monthly included data allowance (calculated per KB)	1GB		3GB		7GB		12GB		20GB		50GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times												
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Data Plan	\$480		\$560* Not available for new connections on and from 25 January 2011		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$436.36	\$480	\$509.09	\$560	\$545.45	\$600
Monthly included data allowance (calculated per KB)	75GB		90GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

4.61 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Member (SIM Only) Data Plan.

Data Plan*	\$19		\$29		\$39		\$69		\$149	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$17.27	\$19.00	\$26.36	\$29.00	\$34.45	\$39.00	\$62.73	\$69.00	\$135.45	\$149.00
Monthly included data allowance (calculated per KB)	1GB		3GB		7GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
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										

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Month to month basis

4.62 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Plan:

Monthly Casual Data Plans - available on and from 23 November 2010

Data Plan	\$5 Not available for new connections on and from 25 January 2011		\$10 Not available for new connections on and from 25 January 2011		\$29 Not available for new connections on and from 25 January 2011		\$39		\$49		\$69		\$99	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$4.55	\$5.00	\$9.10	\$10.00	\$26.36	\$29.00	\$35.45	\$39.00	\$44.55	\$49.00	\$62.73	\$69.00	\$90.00	\$99.00
Monthly included data allowance (calculated per KB)	5MB		150MB		300MB		1GB		3GB		7GB		12GB	
Fee for eligible data usage exceeding the monthly included data	90.9¢	\$1.00	45.45¢	50¢	22.73¢	25¢	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

allowance (per MB, charged per KB or part)														
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Data Plan	\$169		\$360		\$480		\$560 Not available for new connections on and from 25 January 2011		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$153.63	\$169.00	\$327.37	\$360	\$436.36	\$480	\$509.09	\$560	\$545.45	\$600
Monthly included data allowance (calculated per KB)	20GB		50GB		75GB		90GB		120GB	

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

4.63 We charge you the following charges for using the Telstra Mobile Broadband service on a Business Mobile Data Pack:

Business Mobile Data Packs - available on and from 25 January 2011

Data Plan	\$10		\$19		\$29		\$39		\$69		\$149 Not available for new connections on and from 25 January 2011	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$9.09	\$10	\$17.27	\$19.00	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00	\$135.45	\$149.00
Monthly included data allowance (calculated per KB)	1GB		2GB		3GB		5GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly included data allowance	22.73c	25c	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

(per MB, charged per KB or part)												
		Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
		Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms										

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Charges - Data Plans – 24 month contract term (from 21 January to 22 November 2010)

4.64 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Standard Data Plan.

Data Plan	\$29		\$39		\$69		\$79		\$159	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Monthly service fee	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00	\$80.91	\$89.00	\$144.55	\$159
Monthly included data allowance (calculated per KB)	1GB		3GB		7GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	13.64¢	15¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

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

Data Plan			\$360		\$480		\$560		\$600	
			GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee			\$327.27	\$360	\$436.36	\$480	\$509.09	\$560	\$545.45	\$600
Monthly included data allowance (calculated per KB)			50GB		75GB		90GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)			4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection			22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof			38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

4.65 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Member (SIM Only) Data Plan.

Data Plan	\$19		\$29		\$39		\$69		\$149	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$17.27	\$19.00	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00	\$135.45	\$149.00
Monthly included data allowance (calculated per KB)	1GB		3GB		7GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	13.64¢	15¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times										
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
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										

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Month to month basis

4.66 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Plan:

Monthly Data Plans - from 21 January to 22 November 2010

Data Plan	\$5		\$10		\$29		\$39		\$49		\$69		\$99		\$169	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$4.55	\$5.00	\$9.10	\$10.00	\$26.36	\$29.00	\$35.45	\$39.00	\$44.55	\$49.00	\$62.73	\$69.00	\$90.00	\$99.00	\$153.63	\$169.00
Monthly included data allowance (calculated per KB)	5MB		150MB		300MB		1GB		3GB		7GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB,	90.9¢	\$1.00	45.45¢	50¢	22.73¢	25¢	22.73¢	25¢	13.64¢	15¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

charged per KB or part)																
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times																
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms																

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Data Plan	\$360		\$480		\$560		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$327.27	\$360	\$436.36	\$480	\$509.09	\$560	\$545.45	\$600
Monthly included data allowance (calculated per KB)	50GB		75GB		90GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Data Plan	\$360		\$480		\$560		\$600	
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

Pay-As-You-Go (General)

4.67 If you are a PAYG customer, your PAYG connection includes connection to the Telstra Data Default Voice Plan. PAYG customers may also choose to connect and stay connected to an eligible Telstra post-paid mobile voice plan. Therefore, if you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans and data packs which allows you to make voice calls and send SMS at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a stand alone service. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

4.68 Account level discounts do not apply for access to Telstra Mobile Broadband on a PAYG basis unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term.

Pay-As-You-Go charges

The following charges are applicable on and from 2 October 2007

4.69 We charge the following charges for the Telstra Mobile Broadband service you use if you are a PAYG customer.

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢

Part G – Recent and old data plans

PAYG	GST excl.	GST incl.
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

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

5 Telstra Mobile Broadband - Next G network Shared Data Plans

For connections prior to 2 August 2011

Availability

- 5.1 On and from 2 August 2011, the Telstra Mobile Broadband Shared Data Plan as outlined in this clause 5 is not available;
- (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.

What are the Telstra Mobile Broadband Shared Data Plans?

- 5.2 The Telstra Mobile Broadband Shared Data Plans (“**Shared Data Plans**”) allow you and your Shared Data Plan Users (as defined in this section) to access data over the Telstra Next G network and share the monthly included data allowance.
- 5.3 Shared Data Plans are only available on a 24 month fixed term contract, and other authorised users are allowed to access the Network as Additional Standard Users (on 24 month contracts), Additional Member (SIM-Only) Users (on 24 month contracts), or Additional Casual Users (on a month-to-month basis).
- 5.4 Shared Data Plans are only available with a default Voice Plan and the voice call and SMS rates set out in the charging table below will apply.
- 5.5 The Shared Data Plans are only available to Telstra customers who have at least one of the following Telstra Business Services: Telstra Business Broadband, Telstra Business MobileSelect plans, BusinessLine Select, Telstra Business Connect Basic, Telstra Business Connect Plus and Telstra Business Connect Premium until these plans are withdrawn. (“**Eligible Services**”).

Part G – Recent and old data plans

- 5.6 You must have an ABN, ACN or ARBN to be eligible for a Shared Data Plan. You are not eligible to acquire a Shared Data Plan under this section if you have a 13 digit account number.
- 5.7 If you do not meet our credit requirements or we believe on reasonable grounds that any included data allowance available under a Shared Data Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary (“**Immediate Circle Party**”), we may refuse to supply you with a Shared Data Plan. We will tell you if this happens.
- 5.8 You can add users under a Shared Data Plan, following the procedure set out in this section, as either a:
- (a) first included user (“**Initial User**”), being the first user who is linked to your Shared Data Plan Account on either a Standard or Member (SIM Only) 24 month contract;
 - (b) additional user (“**Additional User**”), being each additional user that is linked to your Shared Data Plan Account on either a Standard 24 month contract or a Member (SIM Only) 24 month contract subsequent to the Initial User; or
 - (c) casual user (“**Casual User**”), being each additional user who is linked to your Shared Data Plan Account on a casual, month-to-month basis,
- all of whom are “**Shared Data Plan Users**”.
- 5.9 A limit of one Shared Data Plan per Account Holder applies.
- 5.10 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband Next G network Shared Data Plans section of Our Customer Terms, then this section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

Coverage and handover between networks

- 5.11 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.
- 5.12 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service available under the Shared Data Plans, because the Next G network is a radio network this network and devices may experience drop-outs from time to time.

Usage of Next G network and devices

- 5.13 Shared Data Plans may only be accessed using a compatible Telstra Turbo or Telstra Elite data card or USB device or Telstra approved Embedded Laptop (**Compatible Device**), or such other device as may be approved by us from time to time. The Shared Data Plans cannot be accessed on PDAs and/or Smartphone devices.

Part G – Recent and old data plans

- 5.14 Data cards and USB devices and Embedded Laptops may be purchased separately if not included in the Shared Data Plans.
- 5.15 You must not use your Shared Data Plan to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Shared Data Plan in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

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

Eligible Data Usage

- 5.16 Shared Data Plans include a monthly included data allowance for eligible data usage and a special rate for eligible data usage in excess of the monthly included data allowance which are set out below.
- 5.17 Any unused part of your monthly included data allowance is forfeited at the end of each month.
- 5.18 Eligible data usage does not include, and the monthly included data allowance cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.
- 5.19 Any included data allowance available under your Shared Data Plan can only be used by Shared Data Plan Users whose Mobile Service Numbers or such other information as we may require from time to time have been listed in your Shared Data Plan Application Form or subsequently linked to your Shared Data Plan Account following a Supplementary Form being submitted to Telstra by you requesting the addition of a particular Mobile Service Number to your Shared Data Plan Account and Telstra approving your request. Requests for the addition of new Shared Data Plan Users may take up to 30 days from the date of the relevant form being received by Telstra to be provisioned.
- 5.20 Any party that is listed in the Shared Data Plan Application Form, or is added as a Shared Data Plan User must be an Immediate Circle Party.
- 5.21 Shared Data Plans are not available to Telstra Wholesale Customers and any included data allowance available under a Shared Data Plan must not be resold, assigned or resupplied to any third party that is not a Shared Data Plan User.
- 5.22 We may immediately terminate your access to our networks or your Shared Data Plan in accordance with the General Terms of Our Customer Terms if you use the Shared Data Plan or your services to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms.

Part G – Recent and old data plans

5.23 Telstra’s Fair Play Policy applies.

International roaming

5.24 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms – home and family customers [click here](#); business and government customers [click here](#).)

Existing Telstra Mobile Broadband customers

5.25 If you have an existing Telstra Mobile Broadband plan(s) and wish to cancel that plan to take up a Shared Data Plan, we will not charge you an Early Termination Charge in relation to your existing Telstra Mobile Broadband plan(s) if:

- (a) you have less than 3 months remaining on any fixed contract term applicable to your existing Telstra Mobile Broadband plan(s); and
- (b) the monthly Plan Charge for your selected Shared Data Plan is equal to or greater than the aggregate of the monthly plan charges for the existing Telstra Mobile Broadband plans(s) you wish to cancel.

Shared Data Plan charges

5.26 You must pay us:

- (a) the monthly Plan Charge for your selected Shared Data Plan;
- (b) any usage fees and charges as set out in Our Customer Terms

(for example, any data charges above your monthly included data allowance, any charges for your mobile voice plan and the monthly access charges payable in respect of each Shared Data Plan User (other than the Standard User)); and

- (c) any applicable early termination charge (“ETC”) as set out below.

5.27 Shared Data Plans are not eligible services for the purpose of Business Reward Options (“BRO”) and BRO discounts will not apply to these plans where they are included on a Single Bill with other services to which BRO discounts are applied.

5.28 Each Shared Data Plan and all services related to the Shared Data Plan will be billed on a single bill.

Changes to Shared Data Plans

5.29 You may move to another Shared Data Plan at any time, while the Shared Data Plans are available to new and recontracting customers. If you do so, your monthly Plan Charge, access charges, usage and call rates and monthly included data allowance will be adjusted on a pro-rata basis to reflect your new Shared Data Plan. However, if:

Part G – Recent and old data plans

- (a) you move to a lower value Shared Data Plan, you will be required to pay an ETC as set out below. You will be moved to that lower value Shared Data Plan and your 24 month contract term will restart;
- (b) your Shared Data Plan is on a month to month basis (after the initial 24 month contract term has expired) and you make more than one change to your Shared Data Plan in a two month period, we may charge you a \$50 administration fee; or
- (c) you move to a higher value Shared Data Plan, your existing 24 month term will continue and you may move back to your original lower value Shared Data Plan and you will not be required to pay an ETC.

5.30 When you add an Additional Standard User, an Additional Member User or an Additional Casual User under your Shared Data Plan, the monthly access charges payable in respect of the newly added Shared Data Plan User will be pro-rated across the month in which that new Shared Data Plan User is added.

Cancelling Standard Users

- 5.31 You may terminate the access of an Additional Standard User, a Member Plan User or a Casual user at any time.
- 5.32 However, if during the 24 month , you terminate the access of an Additional User that is either an Additional Standard User or an Additional Member Plan User, or we deactivate the access of an Additional user for a material breach (by the Additinal User or you), we may charge you an ETC, calculated as follows:

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

The Base ETC Amount for Standard Additional Users is \$533. The Base ETC amount for Member Plan (SIM Only) User is \$413.

Cancelling Shared Data Plans

- 5.33 You may terminate your Shared Data Plan at any time. However, if during your 24-month contract term, you terminate your Shared Data Plan other than as a result of our material breach or we deactivate your Shared Data Plan for a material breach by you or any Shared Data Plan User, we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount for the selected Shared Data Plan + (Base ETC amount for each Additional User x Number of months (or part thereof) remaining in your 24 month term)}}{24 \text{ (GST incl)}}$$

The Base ETC Amount for Shared Data Plans is as follows: \$89 = \$694, \$159 = \$915, \$599 = \$3,100

Part G – Recent and old data plans

5.34 The ETC payable decreases over the life of the 24 month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

5.35 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

5.36 At the end of your 24 month contract term, your service will remain on your selected Shared Data Plan on a month to month basis if it is available, but the Initial User and each Additional Standard and Member User will automatically become a Casual User who receives their service on a month-to-month basis (provided the 24 month contract term applicable to each Additional Standard/Member User has expired). The monthly access charge applicable to Casual Users will apply from that time. If your Shared Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. You may terminate that Shared Data Plan by notice to Telstra, without payment of any ETC.

5.37 Shared Data Plans are not compatible with any other Telstra offer, unless specified.

5.38 Shared Data Plans are available until withdrawn by us.

Charges - Shared Data Plans (for connections on and from 21 January 2010 until 1 August 2011 inclusive)

5.39 We charge you the following charges for using the Shared Data Plans.

Shared Data Plan	\$89		\$159		\$599	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Plan Charge (includes access charge for the Standard User)	\$80.91	\$89.00	\$144.55	\$159.00	\$544.55	\$599.00
Monthly access charge per Additional Member User	\$27.27	\$30	\$27.27	\$30	\$27.27	\$30
Monthly access charge per Additional Standard User	\$36.36	\$40.00	\$36.36	\$40.00	\$36.36	\$40.00
Monthly access charge for each Additional Casual User	\$45.45	\$50	\$45.45	\$50	\$45.45	\$50
Monthly included data allowance (calculated per KB)	9GB		20GB		60GB	
Fee for eligible data usage exceeding the monthly	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢

Part G – Recent and old data plans

included data allowance (per MB, charged per KB or part)						
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms						

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB). Charges for excess eligible data usage are calculated per kilobyte.

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.

6 Telstra Mobile Broadband - Shared Plans

For connections between 2 August 2011 and 28 February 2012

Availability

- 6.1 On and from 28 February 2012, the Telstra Mobile Broadband service as outlined in this clause 6 is not available;
 - (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Plan, or add a new services to an existing Telstra Mobile Broadband Shared Plan.
- 6.2 Telstra Mobile Broadband Shared Plans were available from 2 August 2011 until 28 February 2012 and allow you to share included data allowances between eligible services on the same account.
- 6.3 There are four types of Telstra Mobile Broadband Shared Plans (“**Shared Plans**”):
 - (a) 24 month Standard Shared Plans (“**Standard Shared Plans**”);
 - (b) 24 month Member (SIM Only) Shared Plans (“**Member Shared Plans**”);
 - (c) 24 month Standard Shared Plans for embedded laptops sold on Mobile Repayment Option (“**MRO**”) (“**Embedded Shared Plan**”); and

Part G – Recent and old data plans

- (d) Monthly Casual Shared Plans (“**Casual Shared Plans**”).
- 6.4 Standard Shared Plans come with a specified Capable Device at no additional cost or for an additional cost payable by you upfront (“**Included Device Plan**”), depending on the model of the Capable Device and Standard Shared Plan chosen.
- 6.5 Member Shared Plans, Embedded Shared Plans and Casual Shared Plans do not include a Capable Device. Member Shared Plans and Casual Shared Plans are available with a BYO device or by purchasing a Capable Device on a MRO. Embedded Shared Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.
- 6.6 The Standard Shared Plan and the Embedded Shared Plan are available with a minimum monthly spend of \$45, \$55 or \$95.
- 6.7 The Member Shared Plan is available with a minimum monthly spend of \$35, \$45 or \$85.
- 6.8 The Casual Shared Plan is available with a minimum monthly spend of \$60, \$75 or \$115.
- 6.9 Shared Plans are only available with a default Telstra Data Default Voice Plan (“**Eligible Voice Plan**”) and the voice call and SMS rates set out in the charging tables below will apply.
- 6.10 The included data allowance available on the Shared Plans may only be shared between other users on the same account who have at least one of the following Telstra Business Services: Telstra Business Mobile Advantage Plan with a compatible Business Mobile Data Pack or Telstra Mobile Broadband Shared Plans (“**Eligible Services**”).
- 6.11 Shared Plans allow you to access data over the Telstra Next G network and share the monthly included data allowance between all Eligible Services on the same account.
- 6.12 Telstra Mobile Broadband Shared Data Plans connected prior to 2 August 2011 are not compatible with Shared Plans.
- 6.13 The data allowance on Eligible Services will contribute to the shared data allowance available on your account (“**Shared Data Allowance**”). Shared Data Allowance can only be used by Eligible Services on the same account. Services other than the Eligible Services that are connected to the same account as a Shared Plan will not contribute to the Shared Data Allowance and cannot use the Shared Data Allowance.
- 6.14 If we believe on reasonable grounds that any included data allowance available under a Shared Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a Shared Plan. We will tell you if this happens.
- 6.15 The full amount of the Shared Data Allowance for a Shared Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Shared Plan is connected. The Monthly Access Fee will still be pro-rated based on the timing of the current billing cycle.

Part G – Recent and old data plans

- 6.16 If you cancel any service connected to your Shared Plan, any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.

Mobile Data Usage Meter Notices – Shared Plans

- 6.17 Shared Plans can access the Mobile Data Usage Meter (“**MDUM**”) services. MDUM usage alerts will be sent to each eligible service on the account via SMS and/or email when the MDUM estimates that data usage has reached 80% or 100% of the monthly Shared Data Allowance. Email alerts may also be sent to the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 80% or 100%.
- 6.18 Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#).

Suspended Shared Plans

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

International roaming

- 6.20 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms – home and family customers [click here](#); business and government customers [click here](#).)

Existing Telstra Mobile Broadband customers

- 6.21 If you have an existing Telstra Mobile Broadband plan(s) and wish to cancel that plan to take up a Shared Plan, we will not charge you an Early Termination Charge in relation to your existing Telstra Mobile Broadband plan(s) if:
- (a) you have less than 2 months remaining on any fixed contract term applicable to your existing Telstra Mobile Broadband plan(s); and
 - (b) the monthly Plan Charge for your selected Shared Plan is equal to or greater than the aggregate of the monthly plan charges for the existing Telstra Mobile Broadband plans(s) you wish to cancel.

Part G – Recent and old data plans

Shared Plan charges

6.22 You must pay us:

- (a) the monthly Plan Charge for your selected Shared Plan;
- (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance and any charges for your mobile voice plan);
- (c) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
- (d) any applicable early termination charge (“**ETC**”) as set out below.

6.23 Each Shared Plan and all services related to the Shared Plan will be billed on a Single Bill.

Charges – Shared Plans (for connections on and from 2 August 2011)

6.24 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Standard Shared Plan.

Standard Shared Plan	\$45		\$55		\$95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.91	\$45.00	\$50.00	\$55.00	\$86.36	\$95.00
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢

Part G – Recent and old data plans

Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

6.25 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Member Shared Plan.

Member Shared Plan	\$35		\$45		\$85	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$31.81	\$35.00	\$40.91	\$45.00	\$77.27	\$85.00
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

6.26 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Embedded Shared Plan.

Embedded Shared Plan	\$45		\$55		\$95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.91	\$45.00	\$50.00	\$55.00	\$86.36	\$95.00
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

6.27 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Casual Shared Plan.

Casual Shared Plan	\$60		\$75		\$115	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$54.55	\$60.00	\$68.18	\$75.00	\$104.55	\$115.00
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Changes to Shared Plans

6.28 If an Eligible Service connected to a Shared Plan is moved to another eligible Shared Plan in between billing cycles:

- (a) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Shared Plan account;
- (b) if the amount of data used by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance of the original Shared Plan account will be the amount used by the Eligible Service;
- (c) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance of the original Shared Plan account for the applicable month;

Part G – Recent and old data plans

- (d) in the event of an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the new total Shared Data Allowance and can be used by all Eligible Services connected to the new Shared Plan account (it will not be pro-rated);
- (e) monthly charges associated with the Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Shared Plan is connected; and
- (f) any ETC will apply as set out in this section below.

Transferring Shared Plans

- 6.29 If an Eligible Service is added to a Shared Plan and connected to the same account in between billing cycles:
- (g) the data allowance from that Eligible Service will be added in full to the total Shared Data Allowance and can be used by all Eligible Services connected to the account (it will not be pro-rated); and
 - (h) the monthly charge associated with the new Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Eligible Service is connected.
- 6.30 If an Eligible Service connected to a Shared Plan is transferred to an account that is not connected to the Shared Plan in between billing cycles:
- (a) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the total Shared Data Allowance;
 - (b) if the amount of data consumed by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance will be the amount contributed by the Eligible Service;
 - (c) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance; and
 - (d) the monthly charge associated with the Eligible Service will be pro-rated from when it is transferred from the Shared Plan account.
- 6.31 You may move to another Shared Plan at any time, while the Shared Plans are available to new and recontracting customers. If you do so, your monthly Plan Charge, access charges, usage and call rates and monthly included data allowance will be adjusted on a pro-rata basis to reflect your new Shared Plan. However, if:
- (a) you move to a lower value Shared Plan, you will be required to pay an ETC as set out below. You will be moved to that lower value Shared Plan and your 24 month contract term will restart;

Part G – Recent and old data plans

- (b) your Shared Plan is on a month to month basis (after the initial 24 month contract term has expired) and you make more than one change to your Shared Plan in a two month period, we may charge you a \$50 administration fee; or
- (c) you move to a higher value Shared Plan, your existing 24 month term will continue and you may move back to your original lower value Shared Plan and you will not be required to pay an ETC.

Migrating existing services

6.32 If you connected to a Telstra Mobile Broadband Shared Data Plan prior to 2 August 2011 and you move to a Shared Plan:

- (a) with an equal or higher minimum monthly commitment to your Shared Data Plan, you will not be required to restart your minimum term. You will not be required to pay an ETC;
- (b) with a lower minimum monthly commitment for your Shared Data Plan, you will be required to cancel the existing Shared Data Plan and sign up to a new Shared Plan. You may be required to pay an ETC; and
- (c) you will not be required to pay an ETC on the existing Shared Data Plan or be required to restart your minimum term if:
 - (i) there is less than two (2) months remaining on your existing Shared Data Plan contract term; or
 - (ii) the minimum monthly charge for the aggregate value of all new services connected to Shared Plans on the account is of equivalent or higher value than the aggregate value of the minimum monthly charges for the existing Shared Data Plan and any related Standard or Member services you wish to cancel.

6.33 If you are connected to a 24 month Standard Data Plan and you want to connect to a 24 month Member Shared Plan, you will be required to restart your minimum term and pay us an ETC.

6.34 If you are connected to a 24 month Member Data Plan and you want to connect to a 24 month Standard Shared Plan, you will be required to restart your minimum term and pay us an ETC.

6.35 If you are connected to a Casual Plan, you may move to a Casual Shared Plan and you will not be required to pay an ETC.

Cancelling Shared Plans

6.36 You may terminate your Shared Plan at any time. However, if during your 24-month contract term, you terminate your Shared Plan other than as a result of our material breach

Part G – Recent and old data plans

or we deactivate your Shared Plan for a material breach by you we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC amount for the selected Shared Plan x Number of months (or part thereof) remaining in your 24 month term}}{24} \text{ (GST incl)}$$

The Base ETC Amount for Shared Plans is as follows: **Standard Shared Plan** \$45 = \$799, \$55 = \$884, \$95 = \$1,014; **Member Shared Plan** \$35 = \$440, \$45 = \$510, \$85 = \$680; **Embedded Shared Plan** \$45 = \$510, \$55 = \$590, \$95 = \$720.

- 6.37 The ETC payable decreases over the life of the 24 month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 6.38 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

- 6.39 At the end of your 24 month contract term, your service will remain on your selected Shared Plan on a month to month basis if it is available. The monthly access charge applicable to Casual Users will apply from that time. If your Shared Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. You may terminate that Shared Plan by notice to Telstra, without payment of any ETC.
- 6.40 Shared Plans are not compatible with any other Telstra offer, unless specified.
- 6.41 Shared Plans are available until withdrawn by us.

Availability

- 6.42 Use of APNs other than Telstra.datapack, Telstra.pcpack, Telstra.internet and Telstra.wap APNs for the specified Data Plans may not form part of the monthly included kilobyte allowance specified in the Data Plan charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below. For Shared Plans, you must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN other than the Telstra.datapack, Telstra.pcpack or Telstra.Internet APN.

Part G – Recent and old data plans

7 Telstra Mobile Broadband - Next G mobile broadband network

For connections between 27 September 2011 and 28 February 2012

- 7.1 On and from 28 February 2012, the Telstra Mobile Broadband service as outlined in this clause 7 is not available;
- (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.

What is Telstra Mobile Broadband?

- 7.2 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s Next G mobile broadband network.
- 7.3 You can access the Telstra Mobile Broadband service with a Data Plan (kilobyte charging applies) on either a 24-month or month-to-month contract (“**Data Plan**”). A reference to a “**24 month Standard Data Plan**” is a Data Plan on a 24 month contract and a reference to a “**Casual Plan**” is a Data Plan on a month to month contract.
- 7.4 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 7.5 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.
- 7.6 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 7.7 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.
- 7.8 On and from 27 September 2011, the following minimum monthly spends on Data Plans will no longer be available for new connections:
- (a) \$159 minimum spend on a 24 month Standard Data Plan;
 - (b) \$169 minimum spend on a Monthly Casual Data Plan; and
 - (c) \$149 minimum spend on a 24 Month Member (SIM Only) Data Plan.

Part G – Recent and old data plans

24 Month Plans

7.9 There are three types of 24 month Data Plans:

- (a) 24 month Standard Data Plans;
- (b) 24 month Member (SIM Only) Plans and
- (c) 24 month Embedded TMB Plans.

7.10 The 24 month Standard Data Plan comes with a specified Capable Device. The Member (SIM Only) Plan is available with a BYO device or with an MRO. Embedded TMB Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.

7.11 24 month Standard Data Plans must be connected to a Capable Device being a:

- (a) HSDPA (High Speed Downlink Packet Access) device at no additional cost or for an additional cost payable by you upfront (“**Upfront Payment Plan**”), depending on the model of the Capable Device and Data Plan chosen;
- (b) HSUPA (High Speed Uplink Packet Access) device at no additional cost or for an additional cost payable by you upfront (“**Upfront Payment Plan**”), depending on the model of the Capable Device and Data Plan chosen;
- (c) eHSPA (Enhanced High Speed Packet Access) device, available to you at either no additional cost or for an additional cost payable by you upfront (“**Upfront Payment Plan**”), depending on the model of the Capable Device and Data Plan chosen; or
- (d) Telstra mobile broadband 4G device, available to you at either no additional cost or for an additional cost payable by you upfront (“**Upfront Payment Plan**”), depending on the model of the Capable Device and Data Plan chosen.

The Member Plans **do not** include a specified Capable Device.

Embedded TMB Plans

7.12 Embedded TMB Plans have the same construct as the 24 month Member (SIM Only) Data Plan with a Monthly Service Fee of \$10 more.

Casual Plans

7.13 The Casual Plans **do not** include a specified Capable Device.

Coverage and handover between networks

7.14 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit www.telstra.com/mobilebbcoverage.

Part G – Recent and old data plans

- 7.15 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because 4G/Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time. You may be able to use your Capable Device's Connection Manager function to ascertain which network technology your device is connected to.
- 7.16 A Capable Device will switchover from the Next G network to the 3G or GPRS networks or from 4G to 3G and maintain your connection during data transfers where 3G is available and suitable radio conditions exist.

Usage of Next G mobile broadband network and devices

- 7.17 A Capable Device will access data over Telstra's Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network and a Telstra mobile broadband 4G device is required to access 4G.
- 7.18 For optimum performance on our Next G, 4G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC (such as a USB Modem) or without a laptop PC (such as a 3G enabled Tablet). We are unable to provide support for Capable Devices used in other customer equipment.
- 7.19 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 7.20 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at www.telstra.com). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 7.21 If you buy a Capable Device from us, your Capable Device is programmed to operate only on Telstra's Next G and GSM networks (or 4G in the case of a Telstra mobile broadband 4G device). If you wish to use your Capable Device with a non Telstra SIM card we will charge a network unlocking fee of \$27.50 to unlock your Capable Device.
- 7.22 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.

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

Part G – Recent and old data plans

- 7.23 Telstra mobile broadband 4G devices are not compatible with sending or receiving SMS messages, unless we advise you otherwise.
- 7.24 You will not be able to use our 2G networks or 2G networks overseas with a Telstra mobile broadband 4G device, unless we advise you otherwise.
- 7.25 When you connect a Telstra mobile broadband 4G device, a network data session will immediately commence. When you disconnect a Telstra mobile broadband 4G device, the network data session may continue to download a small amount of data (“**Spurious Traffic**”) and charges may apply. To ensure you are not charged for Spurious Traffic, you must physically remove the Telstra mobile broadband 4G device from your equipment after use.
- 7.26 The full amount of the data allowance for a Data Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Data Plan is connected. The monthly access fee will still be pro-rated based on the timing of the current billing cycle.

Eligible Data Usage

- 7.27 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G mobile broadband network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

International roaming

- 7.28 Only 3G International Roaming services are currently available with a Telstra mobile broadband 4G device.
- 7.29 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms –business and government customers [click here.](#))

Plan charges

- 7.30 You must pay us:
- (a) the Monthly Service Fee for your selected Data Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan);
 - (c) any applicable early termination charge as set out below; and
 - (d) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount (“**Excess Cap**”). Amounts we

Part G – Recent and old data plans

charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges. You will have connected to your Data Plan on or after 25 January 2011, so your Excess Cap is \$100.

Free Intra-account calls

- 7.31 You can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband or Mobile services on the same account as your Data Plan.
- 7.32 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).
- 7.33 Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to Standard, Member or Casual in-market plans.

Changes to Data Plans

- 7.34 You may move to another Data Plan at any time, while the Data Plans are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Data Plan. However, if your original Data Plan:
- (a) has a 24-month term and you move to a lower value Data Plan, you may be required to pay an early termination charge (“ETC”) as set out below and you will be moved to that lower value Data Plan on a month to month basis, unless you choose to purchase another subsidised Next G device in which case you must enter into a new 24 month term. We may also charge you a \$50 administration fee in some circumstances;
 - (b) has a 24-month term and you move to a Data Plan on a month to month basis, you will be required to pay an ETC as set out below;
 - (c) is on a month to month basis and you make more than one change to your Data Plan in a two month period, we may charge you a \$50 administration fee in some circumstances; or
 - (d) has a 24 month term and you move to a higher value Data Plan, your existing 24 month term will continue and you may move back to your original lower value Data Plan and you will not be required to pay an ETC.

Cancelling 24-month Data Plans

- 7.35 You may terminate your Data Plan at any time. However, if during your 24-month contract term, you terminate your Data Plan other than as a result of our material breach, move to a monthly Data Plan or we deactivate your Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

Part G – Recent and old data plans

$$\text{ETC payable} = \frac{\text{Base ETC Amount for the selected Data Plan x Number of months (or part thereof) remaining in your 24 month term}}{24} \text{ (GST incl)}$$

Base ETC amounts for Member (SIM Only) Data plan is as follows : \$19 = \$261 \$29 = \$387 \$39 = \$468 \$79 = \$658.

The Base ETC amount for each Standard Data Plan varies depending on the Capable Device you have taken with that plan. The Maximum ETC amount for each Standard Data Plan is: \$29 = \$696 \$39 = \$936 \$49 = \$1,176 \$89 = \$2,136 \$360 = \$2,136 \$480 = \$2,136 \$600 = \$2,136.

The Base ETC amount for each Embedded Data Plan varies depending on the Capable Device you have taken with that plan. The Maximum ETC amount for each Embedded Data Plan is: \$29 = \$387 \$39 = \$468 \$49 = \$539 \$89 = \$693

- 7.36 The ETC payable decreases over the life of the 24-month term.
- 7.37 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 7.38 The ETC specified in your application form is in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

- 7.39 If your Data Plan has a 24-month term, at the end of your contract term, your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Data Plan, you may terminate that Data Plan by giving us notice.

Availability

- 7.40 Data Plans are not available with devices that are not compatible with Data Plans, including telemetry plans and mobile group plans.
- 7.41 Data Plans are available until withdrawn by us.
- 7.42 You may use the Telstra Mobile Broadband service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra mobile broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet you will not be logged out due to data transmission inactivity.
- 7.43 Use of APNs other than Telstra.datapack, Telstra.internet Telstra.pcpack APNs for the specified Data Plans may not form part of the monthly included kilobyte allowance

Part G – Recent and old data plans

specified in the Data Plan charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.

- 7.44 Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 7.45 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 7.46 You may use the monthly kilobytes included in your Data Plan to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).
- 7.47 For Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates (if applicable) set out in the charging tables below will apply.
- 7.48 You can choose whether to connect to a Data Plan for a 24-month term or on a month to month basis. 24-month Standard Data Plans include a Capable Device at a partially or fully subsidised price. Customers connected to a Data Plan on a month to month basis or a 24 Month Member Data Plan do not receive a subsidised Capable Device but are eligible for a standard Mobile Repayment Option (“MRO”) as set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms – business and government customers [click here](#)). Only one MRO may be entered into for each Data Plan.
- 7.49 If you have a Data Plan and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charges - Data Plans – 24 month contract term (for connections on and from 27 September 2011)

7.50 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Standard Data Plan.

Data Plan	\$29		\$39		\$49		\$89		\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$26.36	\$29.00	\$35.45	\$39.00t	\$44.54	\$49.00	\$80.91	\$89.00	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times														
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.														

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

7.51 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Member (SIM Only) Data Plan.

Data Plan	\$19		\$29		\$39		\$79	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$17.27	\$19.00	\$26.36	\$29.00	\$34.45	\$39.00	\$71.82	\$79.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

Part G – Recent and old data plans

Month to month basis

7.52 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Plan:

Monthly Casual Data Plans - available on and from 27 September 2011

Data Plan	\$39		\$49		\$69		\$109	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$35.45	\$39.00	\$44.55	\$49.00	\$62.73	\$69.00	\$99.10	\$109
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

Data Plan	\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$327.37	\$360	\$436.36	\$480	\$545.45	\$600
Monthly included data allowance (calculated per KB)	50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

7.53 Business Mobile Data Packs are not available with Telstra Mobile Broadband services, but are available with selected Telstra Mobile plans. We charge you the following charges for using a Business Mobile Data Pack with a Telstra Mobile plan:

Business Mobile Data Packs - available on and from 25 January 2011

Data Plan	\$10		\$19		\$29		\$39		\$69		\$149 Not available for new connections on and from 25 January 2011	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$9.09	\$10	\$17.27	\$19.00	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00	\$135.45	\$149.00
Monthly included data allowance (calculated per KB)	1GB		2GB		3GB		5GB		12GB		20GB	
Fee for eligible data usage exceeding the monthly	22.73c	25c	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old data plans

included data allowance (per MB, charged per KB or part)												
	Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times											
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
	Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms											

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Data Services

Telstra Data Default Voice Plan

- 7.54 If you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a stand alone service. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Pay-As-You-Go charges

- 7.55 Pay-As-You-Go (PAYG) is not available as a stand alone service to Telstra Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.
- 7.56 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

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

Part G – Data Services

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

Telstra Data Default Voice Plan

7.57 If you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a stand alone service. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Pay-As-You-Go charges

7.58 Pay-As-You-Go (PAYG) is not available as a stand alone service to Telstra Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.

7.59 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

Part G – Data Services

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

Part G – Data Services

8 **Telstra Mobile Broadband General Terms**

For connections prior to 19 June 2012

What is Telstra Mobile Broadband?

- 8.1 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s Next G mobile broadband network.
- 8.2 This clause applies to you if you access the Telstra Mobile Broadband service under these terms.
- 8.3 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 8.4 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.
- 8.5 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 8.6 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

Coverage and handover between networks

- 8.7 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit www.telstra.com/mobilebbcoverage.
- 8.8 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because 4G/Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time. You may be able to use your Capable Device’s Connection Manager function to ascertain which network technology your device is connected to.
- 8.9 A Capable Device will switchover from the Next G network to the 3G or GPRS networks or from 4G to 3G and maintain your connection during data transfers where 3G is available and suitable radio conditions exist.

Usage of Next G mobile broadband network and devices

- 8.10 A Capable Device will access data over Telstra’s Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network and a Telstra mobile broadband 4G device is required to access 4G.

Part G – Data Services

- 8.11 For optimum performance on our Next G, 4G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC (such as a USB Modem) or without a laptop PC (such as a 3G enabled Tablet). We are unable to provide support for Capable Devices used in other customer equipment.
- 8.12 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 8.13 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at www.telstra.com). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 8.14 If you buy a Capable Device from us, your Capable Device is programmed to operate only on Telstra's Next G and GSM networks (or 4G in the case of a Telstra mobile broadband 4G device). If you wish to use your Capable Device with a non Telstra SIM card we will charge a network unlocking fee of \$27.50 to unlock your Capable Device.
- 8.15 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.
- Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.
- 8.16 Telstra mobile broadband 4G devices are not compatible with sending or receiving SMS messages, unless we advise you otherwise.
- 8.17 You will not be able to use our 2G networks or 2G networks overseas with a Telstra mobile broadband 4G device, unless we advise you otherwise.
- 8.18 When you connect a Telstra mobile broadband 4G device, a network data session will immediately commence. When you disconnect a Telstra mobile broadband 4G device, the network data session may continue to download a small amount of data (“**Spurious Traffic**”) and charges may apply. To ensure you are not charged for Spurious Traffic, you must physically remove the Telstra mobile broadband 4G device from your equipment after use.

Eligible Data Usage

- 8.19 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G mobile broadband network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit

Part G – Data Services

switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

International roaming

- 8.20 Only 3G International Roaming services are currently available with a Telstra mobile broadband 4G device.
- 8.21 For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms –business and government customers [click here.](#))

Part G – Data Services

9 **Telstra Mobile Broadband - Shared Plans**

For connections between 28 February 2012 and 19 June 2012

- 9.1 On and from 19 June 2012, the Telstra Mobile Broadband service as outlined in this clause 8 is not available:
- (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.
- 9.2 Telstra Mobile Broadband Shared Plans allow you to share included data allowances between eligible services on the same account. The Telstra Next G Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network.
- 9.3 Clause 8 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.
- 9.4 There are four types of Telstra Mobile Broadband Shared Plans (“**Shared Plans**”):
- (a) 24 month Standard Shared Plans (“**Standard Shared Plans**”);
 - (b) 24 month Member (SIM Only) Shared Plans (“**Member Shared Plans**”);
 - (c) 24 month Standard Shared Plans for embedded laptops sold on Mobile Repayment Option (“**MRO**”) (“**Embedded Shared Plans**”); and
 - (d) Monthly Casual Shared Plans (“**Casual Shared Plans**”).
- 9.5 Standard Shared Plans come with a specified Capable Device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Standard Shared Plan chosen.
- 9.6 Member Shared Plans, Embedded Shared Plans and Casual Shared Plans do not include a Capable Device. Member Shared Plans and Casual Shared Plans are available with a BYO device or by purchasing a Capable Device on a MRO. Embedded Shared Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.
- 9.7 The Standard Shared Plan and the Embedded Shared Plan are available with a minimum monthly spend of \$44.95, \$54.95 or \$94.95.
- 9.8 The Member Shared Plan is available with a minimum monthly spend of \$39.95, \$49.95 or \$89.95.
- 9.9 The Casual Shared Plan is available with a minimum monthly spend of \$59.95, \$74.95 or \$114.95.

Part G – Data Services

- 9.10 Shared Plans are only available with a default Telstra Data Default Voice Plan (“**Eligible Voice Plan**”) and the voice call and SMS rates set out in the charging tables below will apply.
- 9.11 The included data allowance available on the Shared Plans may only be shared between other users on the same account who have at least one of the following Telstra Business Services: Telstra Business Mobile Advantage Plan with a compatible Business Mobile Data Pack or Telstra Mobile Broadband Shared Plans (“**Eligible Services**”).
- 9.12 Shared Plans allow you to access data over the Telstra Next G network and share the monthly included data allowance between all Eligible Services on the same account.
- 9.13 Telstra Mobile Broadband Shared Data Plans connected prior to 2 August 2011 are not compatible with Shared Plans.
- 9.14 The data allowance on Eligible Services will contribute to the shared data allowance available on your account (“**Shared Data Allowance**”). Shared Data Allowance can only be used by Eligible Services on the same account. Services other than the Eligible Services that are connected to the same account as a Shared Plan will not contribute to the Shared Data Allowance and cannot use the Shared Data Allowance.
- 9.15 If we believe on reasonable grounds that any included data allowance available under a Shared Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a Shared Plan. We will tell you if this happens.
- 9.16 The full amount of the Shared Data Allowance for a Shared Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Shared Plan is connected. The Shared Data Allowance will not be pro-rated based on the timing of the current billing cycle. The Monthly Access Fee will still be pro-rated based on the timing of the current billing cycle.
- 9.17 If you cancel any service connected to your Shared Plan, any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.

Mobile Data Usage Meter Notices – Shared Plans

- 9.18 Shared Plans can access the Mobile Data Usage Meter (“**MDUM**”) services. MDUM usage alerts will be sent to each eligible service on the account via SMS and/or email when the MDUM estimates that data usage has reached 80% or 100% of the monthly Shared Data Allowance. Email alerts may also be sent to the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 80% or 100%.
- 9.19 Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#).

Part G – Data Services

Suspended Shared Plans

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

Existing Telstra Mobile Broadband customers

- 9.21 If you have an existing Telstra Mobile Broadband plan and wish to cancel that plan to take up a Shared Plan, we will not charge you an Early Termination Charge in relation to your existing Telstra Mobile Broadband plan if:
- (a) you have less than 2 months remaining on any fixed contract term applicable to your existing Telstra Mobile Broadband plan; and
 - (b) the monthly plan charge for your selected Shared Plan is equal to or greater than the aggregate of the monthly plan charges for the existing Telstra Mobile Broadband plan you wish to cancel.

Shared Plan charges

- 9.22 You must pay us:
- (a) the monthly plan charge for your selected Shared Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance and any charges for your mobile voice plan);
 - (c) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an excess cap amount of \$100 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
 - (d) any applicable early termination charge (“**ETC**”) as set out below.
- 9.23 Each Shared Plan and all services related to the Shared Plan will be billed on a Single Bill.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

Charges – Shared Plans (for connections between 28 February 2012 and 19 June 2012)

9.24 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Standard Shared Plan.

Standard Shared Plan	\$44.95		\$54.95		\$94.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.86	\$44.95	\$49.95	\$54.95	\$86.32	\$94.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

9.25 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Member Shared Plan.

Member Shared Plan	\$39.95		\$49.95		\$89.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$36.31	\$39.95	\$45.41	\$49.95	\$81.77	\$89.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Data Services

9.26 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Embedded Shared Plan.

Embedded Shared Plan	\$44.95		\$54.95		\$94.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.86	\$44.95	\$49.95	\$54.95	\$86.32	\$94.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Data Services

9.27 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Casual Shared Plan.

Casual Shared Plan	\$59.95		\$74.95		\$114.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$54.50	\$59.95	\$68.14	\$74.95	\$104.50	\$114.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Changes to Shared Plans

9.28 If an Eligible Service connected to a Shared Plan is moved to another eligible Shared Plan in between billing cycles:

- the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Shared Plan account;
- if the amount of data used by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance of the original Shared Plan account will be the amount used by the Eligible Service;
- if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance of the original Shared Plan account for the applicable month;

Part G – Data Services

- (d) in the event of an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the new total Shared Data Allowance and can be used by all Eligible Services connected to the new Shared Plan account (it will not be pro-rated);
- (e) monthly charges associated with the Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Shared Plan is connected; and
- (f) any ETC will apply as set out in this section below.

Transferring Shared Plans

- 9.29 If an Eligible Service is added to a Shared Plan and connected to the same account in between billing cycles:
- (a) the data allowance from that Eligible Service will be added in full to the total Shared Data Allowance and can be used by all Eligible Services connected to the account (it will not be pro-rated); and
 - (b) the monthly charge associated with the new Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Eligible Service is connected.
- 9.30 If an Eligible Service connected to a Shared Plan is transferred to an account that is not connected to the Shared Plan in between billing cycles:
- (a) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the total Shared Data Allowance;
 - (b) if the amount of data consumed by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance will be the amount contributed by the Eligible Service;
 - (c) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance; and
 - (d) the monthly charge associated with the Eligible Service will be pro-rated from when it is transferred from the Shared Plan account.
- 9.31 You may move to another Shared Plan at any time, while the Shared Plans are available to new and recontracting customers. If you do so, your monthly Plan Charge, access charges, usage and call rates and monthly included data allowance will be adjusted on a pro-rata basis to reflect your new Shared Plan. However, if:
- (a) for a 24 month term and you move to a higher value plan, your existing 24 month term will continue and you can move back to your original lower value plan without incurring an ETC;

Part G – Data Services

- (b) which is a Standard Shared Plan with a 24 month term and you move to a lower value plan, you'll need to pay an ETC and recontract with another subsidised TMB device on a new 24 month term;
- (c) which is a Member Shared Plan with a 24 month term and you move to a lower value plan, you'll need to pay a \$50 administration fee and recontract on a new 24 month term;
- (d) for a 24 month term and you move to a casual plan on a month to month basis, you'll have to pay an ETC; or
- (e) for a 24 month term and you make more than one change to your plan in a two month period, we can charge you a \$50 administration fee

Migrating existing services

- 9.32 If you are connected to a 24 month Standard Data Plan and you want to connect to a 24 month Member Shared Plan, you will be required to restart your minimum term and pay us an ETC.
- 9.33 If you are connected to a 24 month Member Data Plan and you want to connect to a 24 month Standard Shared Plan, you will be required to restart your minimum term and pay us an ETC.
- 9.34 If you are connected to a Casual Plan, you may move to a Casual Shared Plan and you will not be required to pay an ETC.

Standard Shared Plan Movements

- 9.35 You may move to another Standard Plan with same or higher value without having to recontract or pay ETCs so long as you do not require new subsidised Capable Device (includes customers on Standard Plans available prior to 19 June 2012). If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect your new Shared Plan and you will receive the full data allowance of your new plan for remainder of the billing month. If you require a new subsidised Capable Device, you will need to sign up to a new 24 month plan and pay any ETCs.
- 9.36 If you have a 24-month Standard Shared Plan and you move to a lower value Standard Shared Plan, you will be required to pay full ETC's and recontract for 24 months.
- 9.37 There are no early termination charges if you are on a Casual Shared Plan and move to the new pricing plans available on and from 19 June 2012.

Member Shared Plan Movements

- 9.38 Any service upgrading from a Member Shared Plan to a Standard Shared Plan (of equal or higher spend level) will be required to recontract for 24 months. Any MRO will still need to be paid for.

Part G – Data Services

- 9.39 If you are on an existing Member Shared Plan, you may move to another Member Shared Plan with same or higher value without having to recontract or pay ETCs. If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Shared Plan and you will receive the full data allowance of the new plan for the remainder of the billing month.
- 9.40 If you are on a 24-month Member Shared Plan and you move to a lower value plan, you will be required to recontract and pay a \$50 administration fee.
- 9.41 If you are moving from a Member Shared Plan connected prior to 19 June 2012 to a lower value plan connected after 19 June 2012 you will be required to pay an ETC and recontract for 24 months.
- 9.42 If you are on a Member Shared Plan and you move to another Shared Plan with the same or a higher monthly spend, you will be required to recontract for 24 months.

Cancelling Shared Plans

- 9.43 You may terminate your Shared Plan at any time. However, if during your 24-month contract term, you terminate your Shared Plan other than as a result of our material breach or we deactivate your Shared Plan for a material breach by you we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC amount for the selected Shared Plan} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24} \text{ (GST incl)}$$

The Base ETC amount for each Standard Shared Plan varies depending on the Capable Device you have taken with that plan. The Maximum ETC amounts for Standard Shared Plans (GST Inclusive) are as follows: \$44.95 = \$1,078.80; \$54.95 = \$1,318.80; \$94.95 = \$2,278.80. The Base ETC amounts for Member Shared Plan are as follows \$39.95 = \$479; \$49.95 = \$549; \$89.95 = \$701. The Base ETC amounts for Embedded Shared Plans are as follows \$39.95 = \$509; \$49.95 = \$589; \$89.95 = \$720.

- 9.44 The ETC payable decreases over the life of the 24 month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 9.45 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

- 9.46 At the end of your 24 month contract term, your service will remain on your selected Shared Plan on a month to month basis if it is available. The monthly access charge applicable to Casual Users will apply from that time. If your Shared Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. You may terminate that Shared Plan by notice to Telstra, without payment of any ETC.

Part G – Data Services

9.47 Shared Plans are not compatible with any other Telstra offer, unless specified.

9.48 Shared Plans are available until withdrawn by us.

Availability

9.49 Use of APNs other than Telstra.datapack, Telstra.pcpack, Telstra.internet and Telstra.wap APNs for the Shared Plans may not form part of the monthly included kilobyte allowance and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below. For Shared Plans, you must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN other than the Telstra.datapack, Telstra.pcpack or Telstra.Internet APN.

Part G – Data Services

10 Telstra Mobile Broadband - Share Plans

For new connections on and from 19 June 2012 to 16 September 2014

- 10.1 You can access the Telstra Mobile Broadband service by taking up a Telstra Mobile Broadband Share Plan (**Share Plan**). Share Plans allow you to share included data allowances between eligible services on the same account.
- 10.2 On and from 12 May 2015, Share Plans are available by invitation only.
- 10.3 Clause **Error! Reference source not found.** of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.

Share Plans

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

Data Use

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

Telstra Data Default Voice Plan

- 10.7 Share Plans are only available with a default Telstra Data Default Voice Plan and the voice call and SMS rates set out in the charging tables below will apply. The terms and conditions that apply to the Telstra Data Default Voice Plan are set out in clause 11.8.

Sharing Data

- 10.8 Share Plans allow you to share the monthly included data allowance between the following eligible services on the same account:
- (a) Telstra Business Telstra Business Fleet Connect Plans (excluding \$10 Fleet Plans) and Business Mobile Advantage Plans on the same account as a Telstra Mobile Broadband Business Share Plan;
 - (b) Telstra Mobile Broadband Business Share Plans connected on or after 2 August 2011;

Part G – Data Services

- (c) Easy Share Business Plans;
- (d) Easy Share Business SIM plans;
- (e) Easy Share Data Share SIMs; and
- (f) Business Performance Plans with a Data Share SIM attached.

(Eligible Services).

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

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

Part G – Data Services

	allowance, the data allowance from that Eligible Service will be added in full to the Shared Data Allowance on the new Share Plan account and can be used by all Eligible Services connected to that account (it will not be pro-rated).
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Share Plan charges

10.12 You must pay us:

- (a) the Monthly Service Fee for your selected Share Plan;
- (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance and any charges for your mobile voice plan);
- (c) for data you use in excess of your Shared Data Allowance, you must pay us the excess charges up to an excess cap amount of \$100 per month per service (**Excess Cap**). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
- (d) any applicable early termination charge (**ETC**) as set out in clause **Error! Reference source not found.**; and
- (e) any applicable MRO charges or repayments.

10.13 Each Share Plan and all services related to the Share Plan will be billed on a Single Bill.

Pro-rata on connection

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

Changing your Share Plan

10.15 We may allow you to change your Monthly Service Fee or move to another Share Plan or Business Plan during your minimum term. If we do, the terms in the table below will apply. If you move a service from a Share Plan to a non-Share Plan that service will no longer contribute to your Shared Data Allowance.

Part G – Data Services

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

Cancelling your Share Plan

- 10.16 You may cancel your Share Plan at any time and your Monthly Service Fee will be pro-rated based on the number of days remaining in that month..

Part G – Data Services

10.17 However, if during your contract term, you terminate your Share Plan other than as a result of our material breach or we deactivate your Share Plan for a material breach by you we may charge you an ETC, calculated as follows:

$$\text{ETC} = \text{Monthly Service Fee for your Share Plan} \times \text{Number of months (or part) remaining in your minimum term} \times 50\%$$

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

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

10.18 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

10.19 You are not required to pay an ETC if you are on a Share Casual Plan.

Free Intra-account calls

10.20 If you are connected to a Share Plan with a Telstra Data Default Voice Plan and have a Capable Device with voice capability, you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband Business or Mobile services on the same account as your Share Plan.

10.21 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

Share Data Packs

10.22 A Telstra Mobile Broadband Share Data Pack (**Share Data Pack**) allows you to increase the Shared Data Allowance of your Share Plan at any time.

10.23 You are not eligible to add a Share Data Pack to your service if you do not have a Capable Device or do not have a Share Plan introduced on or after 16 September 2014 provided that you have not switched your eligible account to the Extra Data charging model. Clause **Error! Reference source not found.** below sets out more information about our new Extra Data charging model.

10.24 You may choose from the following Share Data Packs:

Part G – Data Services

Additional Data	Data Pack Fee (per month)	Excess Usage
1 GB	\$15	\$0.03
3 GB	\$30	\$0.03
6 GB	\$60	\$0.03
10 GB	\$100	\$0.03
15GB	\$150	\$0.03
25GB	\$250	\$0.03

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

Business MRO Bonus

- 10.28 You may be eligible to receive a MRO bonus on your bill each month (**Business MRO Bonus**) if you:
- (a) connect to a 24 month Share Plan; and
 - (b) on the same day that you connect to your Share Plan, you purchase an Eligible Capable Device on a MRO as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).
- 10.29 An Eligible Capable Device includes:
- (a) Telstra USB 4G;
 - (b) Telstra Mobile Wi-Fi 4G;
 - (c) Telstra Gateways;
 - (d) selected tablets that we specify as being eligible Capable Devices from time to time.
- 10.30 If your Share Plan is cancelled or you cancel your MRO, you will no longer be entitled to a Business MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the Business MRO Bonus varies according to the value of your Share Plan and the selected Eligible Capable Device.
- 10.31 At the end of your Share Plan contract term your Business MRO Bonus will expire.

Part G – Data Services

10.32 If you increase your Monthly Service Fee your Business MRO Bonus will continue to be calculated according to your original Monthly Service Fee.

10.33 Your Business MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus.

At the end of your contract term

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

Availability

10.35 Share Plans are not compatible with any other Telstra offer, unless specified.

10.36 Share Plans are available until withdrawn by us.

10.37 For Share Plans, you must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN with telstra.corp, telstra.extranet, telstra.eftpos, telstra.pcxtra or telstra.smr.

Suspended Share Plans

10.38 If an Eligible Service connected to a Share Plan is suspended for any reason:

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

Mobile Data Usage Meter Notices – Share Plans

10.39 Share Plans can access the Mobile Data Usage Meter (**MDUM**) services. By default, MDUM usage SMS alerts will be sent to each eligible service on the account via SMS when the MDUM estimates that data usage has reached 50%, 85% or 100% of the individual monthly allowance. To receive a MDUM usage SMS alert your Capable Device must be compatible with receiving SMS. You can change your default MDUM notifications to Email once you register for Telstra Online Services (visit [Telstra.com/business/mdum](https://www.telstra.com/business/mdum) for more info). You can also setup Email alerts to notify the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 50%, 85% or 100%.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

10.40 Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#).

Part G – Data Services

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

10.41 We charge you the following for Share Plans.

Share Member Plan	\$30		\$45		\$65		\$120	
Monthly Service Fee	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
	\$27.27	\$30.00	\$40.91	\$45.00	\$59.09	\$65.00	\$109.09	\$120.00
Monthly included data (calculated per KB)	1GB		5GB		8GB		15GB	
Share Casual Plan	\$50		\$65		\$85		\$140	
Monthly Service Fee	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
	\$45.45	\$50.00	\$59.09	\$65.00	\$77.27	\$85.00	\$127.27	\$140.00
Monthly included data (calculated per KB)	1GB		5GB		8GB		15GB	
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply								
Fee for eligible data usage exceeding the monthly included data– all Share Plans								
Per MB, charged per KB or part	GST excl				GST incl			
	2.73¢				3.00¢			

When calculating data volumes:

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

Charge for voice calls to an Australian fixed or mobile number on a Telstra Data Default Voice Plan		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢

Part G – Data Services

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

Part G – Data Services

11 Telstra Mobile Broadband Business Plans

For new connections on and from 16 September 2014

- 11.1 You can access the Telstra Mobile Broadband service by taking up a Telstra Mobile Broadband Business Plan (**Business Plan**).
- 11.2 On and from 12 May 2015, Business Plans are only available by invitation.
- 11.3 Clause **Error! Reference source not found.** of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.

Business Plans

- 11.4 There are two types of Business Plans:
- (a) 12 or 24 month Business Plans;
 - (b) Monthly Business Casual Plans.
- 11.5 You may take up the Business Plan as a BYO Plan (if you acquire only a SIM) or as a MRO Plan (if you acquire a Capable Device subject to a Mobile Repayment Option (**MRO**) as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#)).

Plan charges

- 11.6 You must pay us:
- (a) the Monthly Service Fee for your selected Business Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan)
 - (c) any applicable early termination charge (**ETC**) as set out in clause **Error! Reference source not found.**;
 - (d) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an excess cap amount of \$100 per month (**Excess Cap**). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
 - (e) any applicable MRO charges or repayments.

Data Use

- 11.7 You may use the monthly kilobytes included in your Business Plan (**Data Allowance**) to access data in Australia over our Next G® network (which includes access to 4G service

Part G – Data Services

if you are using a Telstra Mobile Broadband 4G device, when in 4G coverage areas). Any unused Data Allowance expires each month.

Telstra Data Default Voice Plan

11.8 If you have suitable equipment you may use the Telstra Mobile Broadband Business service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which is attached by default to your Telstra Mobile Broadband plan(s), which allows you to make voice calls and send SMS (if available) at the charges set out in the charging tables, unless stated otherwise. There is no additional monthly fee for the Telstra Data Default Voice Plan. The Telstra Data Default Voice Plan is not available as a standalone service. The terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

11.9 The default voice and SMS rates (if applicable) for your TMB Business Plan are set out in the charges tables at clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**

Pro-rata on connection

11.10 At the time your new Business Plan is connected, you will receive the full amount of your Data Allowance for your chosen plan. Your Monthly Service Fee will be pro-rated based on when your plan was connected.

Changes to Business Plans

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

Part G – Data Services

Current Plan: Business Plan New Plan: Business Plan or Share Plan with same minimum term	
If your New Plan has a higher Monthly Service Fee	You will not need to restart your minimum term. You can also move back to your original plan value without paying an early termination charge. .
If your New Plan has a lower Monthly Service Fee	You will need to restart your minimum term and, if you have more than 31 days remaining in your contract term, you will also need to pay a \$50 Administration Fee and early termination charge. You will also need to pay the balance of your MRO charge (if applicable).
Current Plan: Business Plan (24 months) New Plan: Business Plan (12 months) or Share Plan (12 months)	
You will need to restart your minimum term and, if you have more than 31 days remaining in your contract term, you will also need to pay an early termination charge and a \$50 Administration Fee and the balance of your MRO charge (if applicable).	
Current Plan: Business Plan (12 months) New Plan: Business Plan (24 months) or Share Plan (24 months)	
You will need to restart your minimum term and, if you have more than 31 days remaining in your contract term, you will also need to pay an early termination charge and a \$50 Administration Fee and the balance of your MRO charge (if applicable).	
Current Plan: Business Plan New Plan: Monthly Business Casual Plans	
If your New Plan has a higher Monthly Service Fee	You will need to pay an early termination charge and the balance of your MRO charge (if applicable).
If your New Plan has a lower Monthly Service Fee	You will need to pay an early termination charge and pay a \$50 Administration Fee. You will also need to pay the balance of your MRO charge (if applicable).
Current Plan: Standard Plan New Plan: Business Plan or Share Plan	
If your New Plan has a higher Monthly Service Fee	You will need to restart your minimum term and pay an early termination charge.

Part G – Data Services

If your New Plan has a lower Monthly Service Fee	You will need to restart your minimum term and pay an early termination charge and a \$50 Administration Fee.
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Cancelling Business Plans

11.12 You may cancel your Business Plan at any time and your Monthly Service Fee will be pro-rated based on your usage of your Data Allowance during that month.

11.13 However, if during your contract term, you cancel your Business Plan other than as a result of our material breach or we deactivate your Business Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

$$\text{ETC} = \text{Monthly Service Fee for your Business Plan} \times \text{Number of months (or part) remaining in your minimum term} \times 50\%$$

The maximum ETC for each Business Plan is set out in the table below (GST inclusive)

Plan	12 months	24 months
\$25 Business Plan (1GB)	\$150.00	\$300.00
\$35 Business Plan (4GB)	\$210.00	\$420.00
\$55 Business Plan (8GB)	\$330.00	\$660.00
\$105 Business Plan (15GB)	\$630.00	\$1,260.00
\$165 Business Plan (25GB)	\$990.00	\$1,980.00
\$360 Business Plan (60GB)	\$2,160.00	\$4,320.00
\$480 Business Plan (80GB)	\$2,880.00	\$5,760.00
\$600 Business Plan (120GB)	\$3,600.00	\$7,200.00

11.14 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

11.15 You don't have to pay an ETC if you are on a Monthly Business Casual Plan.

Free Intra-account calls

11.16 If you are connected to a Business Plan with a Telstra Data Default Voice Plan and have a Capable Device with voice capability, you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband Business, Telstra Mobile Broadband Share or Mobile services on the same account as your Business Plan.

11.17 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

Part G – Data Services

Business Data Packs

- 11.18 A Business Data Pack allows you to increase the Data Allowance of your Business Plan at any time.
- 11.19 You are not eligible to add a Business Data Pack to your service if you do not have a Capable Device or do not already have an existing Business Plan or if you have switched your eligible account to the Extra Data charging model. Clause **Error! Reference source not found.** below sets out more information about our new Extra Data charging model.
- 11.20 You may choose from the following Business Data Packs:

Additional Data	Data Pack Fee	Excess Usage
1 GB	\$15	\$0.03
3 GB	\$30	\$0.03
6 GB	\$60	\$0.03
10 GB	\$100	\$0.03
15GB	\$150	\$0.03
25GB	\$250	\$0.03

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

Business MRO Bonus

- 11.24 You may eligible to receive an MRO bonus on your bill each month (**Business MRO Bonus**) if you:
- connect to a 24 month Business Plan; and
 - on the same day that you connect to your Business Plan, you purchase an Eligible Capable Device on an MRO as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#);
- 11.25 An Eligible Capable Device includes:
- Telstra USB 4G;
 - Telstra Mobile Wi-Fi 4G;

Part G – Data Services

- (c) Telstra Gateway; and
- (d) selected tablets that we specify as being eligible Capable Devices from time to time.

11.26 If your Business Plan is cancelled or you cancel your MRO, you will no longer be entitled to a Business MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the Business MRO Bonus varies according to the value of your Business Plan and the selected Eligible Capable Device.

11.27 At the end of your Business Plan term your Business MRO Bonus will expire.

11.28 If you increase your Monthly Service Fee your Business MRO Bonus will continue to be calculated according to your original Monthly Service Fee.

11.29 Your Business MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus.

At the end of your contract term

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

Availability

11.31 Business Plans are not available with non Mobile Broadband devices including telemetry devices and mobile phones.

11.32 Business Plans are available until withdrawn by us.

11.33 You may use the Telstra Mobile Broadband Business service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra Mobile Broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet APN you will not be logged out due to data transmission inactivity.

Pay-As-You-Go charges

11.34 Pay-As-You-Go (PAYG) is not available as a standalone service to Telstra Mobile Broadband Business customers, however, you may be charged the rates below in certain circumstances.

PAYG	GST excl.	GST incl.
Each 1 megabyte block or part sent or received in a particular session (charged per KB).	\$1.82	\$2.00

Part G – Data Services

When calculating data volumes:

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

Mobile Data Usage Meter Notices –Business Plans

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

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

Charges - for connections on and from 16 September 2014

11.37 We charge you the following for Business Plans.

	\$25 Business		\$35 Business		\$55 Business		\$105 Business		\$165 Business		\$360 Business		\$480 Business		\$600 Business	
Monthly Service Fee	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
	\$22.73	\$25.00	\$31.82	\$35.00	\$50.00	\$55.00	\$95.45	\$105.00	\$150.00	\$165.00	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data (calculated per KB)	1GB		4GB		8GB		15GB		25GB		60GB		80GB		120GB	
	\$40 Business Casual		\$50 Business Casual		\$75 Business Casual		\$130 Business Casual		\$190 Business Casual		\$360 Business Casual		\$480 Business Casual		\$600 Business Casual	
Monthly Service Fee	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
	\$36.36	\$40.00	\$45.45	\$50.00	\$68.18	\$75.00	\$118.18	\$130.00	\$172.73	\$190.00	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data (calculated per KB)	1GB		4GB		8GB		15GB		25GB		60GB		80GB		120GB	
Fee for eligible data usage exceeding the monthly included data– all Business Plans																
Per MB, charged per KB or part	GST excl								GST incl							
	2.73¢								3.00¢							

When calculating data volumes:

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

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Part G – Data Services

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

Telstra Default Voice Plan

11.38 If you have suitable equipment you may use the Telstra Mobile Broadband Business service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Default Voice Plan is a default voice plan which is attached by default to your Telstra Mobile Broadband plan(s), which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. There is no additional monthly fee for the Telstra Default Voice Plan. The Telstra Default Voice Plan is not available as a standalone service. Subject to the next paragraph below, the terms applying to your Telstra Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Pay-As-You-Go charges

11.39 Pay-As-You-Go (PAYG) is not available as a standalone service to Telstra Mobile Broadband Business customers, however, you may be charged the rates below in certain circumstances.

11.40 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

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

Part G – Recent and old data plans

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

Mobile Data Usage Meter Notices –Business Plans

Business Plans can access the Mobile Data Usage Meter (“**MDUM**”) services. By default, MDUM usage SMS alerts will be sent to each eligible service on the account via SMS when the MDUM estimates that data usage has reached 50%, 85% or 100% of the individual monthly allowance. To receive a MDUM usage SMS alert your Capable Device must be compatible with receiving SMS. You can change your default MDUM notifications to Email once you register for Telstra Online Services (visit [Telstra.com/business/mdum](https://www.telstra.com/business/mdum) for more info). You can also setup Email alerts to notify the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 50%, 85% or 100%.

Use of the MDUM services is subject to the terms and conditions set out in Part G (Data Services) of the Telstra Mobiles Section of Our Customer Terms.

Part G – Recent and old data plans

12 **Telstra Mobile Broadband - Next G mobile broadband network**

For connections between 28 February 2012 and 19 June 2012

- 12.1 On and from 19 June 2012, the Telstra Mobile Broadband service as outlined in this clause 9 is not available:
- (a) to new customers; or
 - (b) to existing customers seeking to recontract to a Telstra Mobile Broadband Service, or add a new services to an existing Telstra Mobile Broadband Service.
- 12.2 The Telstra Next G Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network. You can access the Telstra Mobile Broadband service with a Data Plan (kilobyte charging applies) on either a 24-month or month-to-month contract (“**Data Plan**”). A reference to a “**24 month Standard Data Plan**” is a Data Plan on a 24 month contract and a reference to a “**Casual Plan**” is a Data Plan on a month to month contract.
- 12.3 Clause 8 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.
- 24 Month Plans**
- 12.4 There are three types of 24 month Data Plans:
- (a) 24 month Standard Data Plans;
 - (b) 24 month Member (SIM Only) Plans and
 - (c) 24 month Embedded TMB Plans.
- 12.5 The 24 month Standard Data Plan comes with a specified Capable Device. The Member (SIM Only) Plan is available with a BYO device or with an MRO. Embedded TMB Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.
- 12.6 24 month Standard Data Plans must be connected to a:
- (a) HSDPA (High Speed Downlink Packet Access) device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen;
 - (b) HSUPA (High Speed Uplink Packet Access) device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen;

Part G – Recent and old data plans

- (c) eHSPA (Enhanced High Speed Packet Access) device, available to you at either no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen; or
- (d) Telstra mobile broadband 4G device, available to you at either no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen.

The Member Plans **do not** include a specified Capable Device.

Embedded TMB Plans

- 12.7 Embedded TMB Plans have the same construct as the 24 month Member (SIM Only) Data Plan with a Monthly Service Fee of \$10 more.

Casual Plans

- 12.8 The Casual Plans **do not** include a specified Capable Device.

Plan charges

- 12.9 You must pay us:
- (a) the Monthly Service Fee for your selected Data Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms ;
(for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan);
 - (c) any applicable early termination charge as set out below; and
 - (d) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount of \$100 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.
- 12.10 The full amount of the data allowance for a Data Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Data Plan is connected. The monthly data allowance will not be pro-rated based on the timing of the current billing cycle. The monthly access fee will still be pro-rated based on the timing of the current billing cycle.

Free Intra-account calls

- 12.11 You can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband or Mobile services on the same account as your Data Plan.

Part G – Recent and old data plans

12.12 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

12.13 Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to Standard, Member or Casual in-market plans.

Changes to Data Plans

12.14 You may move to another Data Plan at any time, while the Data Plans are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Data Plan. However, if you're on a Data Plan:

- (a) for a 24 month term and you move to a higher value plan, your existing 24 month term will continue and you can move back to your original lower value plan without incurring an ETC;
- (b) which is a Standard Data Plan with a 24 month term and you move to a lower value plan, you'll need to pay an ETC and recontract with another subsidised Capable Device on a new 24 month term;
- (c) which is a Member (SIM Only) Data Plan with a 24 month term and you move to a lower value plan, you'll need to pay a \$50 administration fee and recontract on a new 24 month term;
- (d) for a 24 month term and you move to a casual plan on a month to month basis, you'll have to pay an ETC; and
- (e) for a 24 month term and you make more than one change to your plan in a two month period, we can charge you a \$50 administration fee.

Standard Plan Movements

12.15 You may move to another Data Plan with the same or a higher value without having to recontract or pay ETCs so long as you do not require new subsidised hardware (includes customers on Data Plans connected prior to 19 June 2012). If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Data Plan and you will receive the full data allowance of your new plan for the remainder of the billing month. If you require a new Capable Device, you will need to sign up to a new 24 month plan and pay any ETCs.

12.16 If you have a 24-month Standard Data Plan and you move to a lower value Standard Data Plan, you will be required to pay ETC's and recontract for 24 months.

Part G – Recent and old data plans

Member Plan Movements

- 12.17 Any service upgrading from a Member Data Plan to a Standard Data Plan (of equal or higher spend level) will be required to recontract for 24 months. Any MRO will still need to be paid.
- 12.18 If you are on an existing Member Data Plan you may move to another Member Data Plan with same or higher monthly spend commitment without having to recontract or pay ETCs. If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Data Plan and you will receive the full data allowance of new plan for remainder of the billing month.
- 12.19 If you are on a 24-month Member Data Plan and you move to a lower value Member Data Plan, you will be required to recontract and pay a \$50 administration fee.
- 12.20 If you are moving from a Member Data Plan connected prior to 19 June 2012 and move to a lower value Member Data Plan connected from 19 June 2012 you will be required to pay an ETC and recontract for 24 months.
- 12.21 If you are on a Member Data Plans you may move to another Data Plan with same or higher monthly spend commitment but will be required to recontract for 24 months.

Cancelling 24-month Data Plans

- 12.22 You may terminate your Data Plan at any time. However, if during your 24-month contract term, you terminate your Data Plan other than as a result of our material breach, move to a monthly Data Plan or we deactivate your Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount for the selected Data Plan x Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

The Base ETC amount for each 24 month Member (SIM Only) Data Plan is: \$24.95 = \$339; \$34.95 = \$439; \$44.95 = \$509; \$84.95 = \$680.

The Base ETC amount for each Standard Data Plan varies depending on the Capable Device taken with that plan. The Maximum ETC amount for each Standard Data Plan is: \$29.95 = \$718.80; \$39.95 = \$958.80; \$49.95 = \$1,198.80; \$89.95 = \$2,158.80; \$360 = \$2,136; \$480 = 2,136; \$600 = \$2,136.

The Base ETC amount for each 24 month Embedded Data plan is \$29.95 = \$399; \$39.95 = \$479; \$49.95 = \$549; \$89.95 = \$701.

- 12.23 The ETC payable decreases over the life of the 24-month term.
- 12.24 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

Part G – Recent and old data plans

12.25 The ETC's specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan.

At the end of your contract term

12.26 If your Data Plan has a 24-month term, at the end of your contract term, your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Data Plan, you may terminate that Data Plan by giving us notice.

Availability

12.27 Data Plans are not available with devices that are not compatible with Data Plans, including telemetry plans and mobile group plans.

12.28 Data Plans are available until withdrawn by us.

12.29 You may use the Telstra Mobile Broadband service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra mobile broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet you will not be logged out due to data transmission inactivity.

12.30 Use of APNs other than Telstra.datapack, Telstra.internet Telstra.pcpack APNs for the specified Data Plans may not form part of the monthly included kilobyte allowance specified in the Data Plan charging tables below, and will be charged per kilobyte at PAYG rates as specified in the PAYG charging table below.

12.31 Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.

12.32 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.

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

12.34 For Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates (if applicable) set out in the charging tables below will apply.

12.35 You can choose whether to connect to a Data Plan for a 24-month term or on a month to month basis. 24-month Standard Data Plans include a Capable Device at a partially or fully subsidised price. Customers connected to a Data Plan on a month to month basis or a 24 Month Member Data Plan do not receive a subsidised Capable Device but are eligible for a standard Mobile Repayment Option ("MRO") as set out in Part C – Special

Part G – Recent and old data plans

Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms –business and government customers [click here](#)). Only one MRO may be entered into for each Data Plan.

- 12.36 If you have a Data Plan and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

Our Customer Terms

Telstra Mobiles Section

Part G – Recent and old data plans

Charges - Data Plans – 24 month contract term (for connections on and from 28 February 2012)

12.37 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Standard Data Plan.

Data Plan	\$29.95		\$39.95		\$49.95		\$89.95		\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$27.23	\$29.95	\$36.32	\$39.95	\$45.41	\$49.95	\$81.77	\$89.95	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times														

Our Customer Terms

Telstra Mobiles Section

Part G – Recent and old data plans

On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.														

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old data plans

12.38 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Member (SIM Only) Data Plan.

Data Plan	\$24.95		\$34.95		\$44.95		\$84.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$22.68	\$24.95	\$31.77	\$34.95	\$40.86	\$44.95	\$77.23	\$84.95
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

Part G – Recent and old data plans

Month to month basis

12.39 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Plan:

Monthly Casual Data Plans - available on and from 28 February 2012

Data Plan	\$39.95		\$49.95		\$69.95		\$109.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$36.32	\$39.95	\$45.41	\$49.95	\$63.59	\$69.95	\$99.95	\$109.95
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobiles Section

Part G – Recent and old data plans						
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$327.37	\$360	\$436.36	\$480	\$545.45	\$600
Monthly included data allowance (calculated per KB)	50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobiles Section

Part G – Recent and old data plans

12.40 Business Mobile Data Packs are not available with Telstra Mobile Broadband services, but are available with selected Telstra Mobile plans. We charge you the following charges for using a Business Mobile Data Pack with a Telstra Mobile plan:

Business Mobile Data Packs - available on and from 25 January 2011

Data Plan	\$10		\$19		\$29		\$39		\$69	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$9.09	\$10	\$17.27	\$19.00	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00
Monthly included data allowance (calculated per KB)	1GB		2GB		3GB		5GB		12GB	
Fee for eligible data usage exceeding the monthly included data allowance	22.73c	25c	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢

Our Customer Terms

Telstra Mobiles Section

Part G – Recent and old data plans

(per MB, charged per KB or part)										
		Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
		Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old plans

Telstra Data Default Voice Plan

12.41 If you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a standalone service. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Pay-As-You-Go charges

12.42 Pay-As-You-Go (PAYG) is not available as a standalone service to Telstra Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.

12.43 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

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

Part G – Recent and old plans

13 **Telstra Mobile Broadband General Terms**

For connections that commenced between 19 June 2012 and 26 November 2012.

What is Telstra Mobile Broadband?

- 13.1 The Telstra Mobile Broadband service allows you to use a Telstra approved Telstra mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s Next G mobile broadband network.
- 13.2 This clause applies to you if you access the Telstra Mobile Broadband service under these terms.
- 13.3 You must have an ABN, ACN or ARBN to be eligible to acquire a Telstra Mobile Broadband service.
- 13.4 You are not eligible to acquire a Telstra Mobile Broadband service under this section if you have a 13 digit account number.
- 13.5 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile Broadband service. We will tell you if this happens.
- 13.6 If the other clauses in the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile Broadband section of Our Customer Terms, then this Telstra Mobile Broadband section applies instead of the other clauses of the Telstra Mobile Section, to the extent of the inconsistency.

Coverage and handover between networks

- 13.7 For the latest coverage information call Customer Service on 125 111 (call charges apply) or visit www.telstra.com/mobilebbcoverage.
- 13.8 Although we will use reasonable care and skill in providing the Telstra Mobile Broadband service, because 4G/Next G/3G/GPRS are radio networks these networks and devices may experience drop-outs from time to time. You may be able to use your Capable Device’s Connection Manager function to ascertain which network technology your device is connected to.
- 13.9 A Capable Device will switchover from the Next G network to the 3G or GPRS networks or from 4G to 3G and maintain your connection during data transfers where 3G is available and suitable radio conditions exist.

Usage of Next G mobile broadband network and devices

- 13.10 A Capable Device will access data over Telstra’s Next G, 3G and GPRS networks (and in the case of a Telstra mobile broadband 4G device, over 4G). You may use a GPRS only device with a Data Plan. However, a Capable Device is required to access the Next G network and a Telstra mobile broadband 4G device is required to access 4G.

Part G – Recent and old plans

- 13.11 For optimum performance on our Next G, 4G, 3G and GPRS networks, you must use a Capable Device (and use it in accordance with any user guides issued by the manufacturer of that device). You may buy a Capable Device directly from us. The Capable Device is designed to work in a laptop PC (such as a USB Modem) or without a laptop PC (such as a 3G enabled Tablet). We are unable to provide support for Capable Devices used in other customer equipment.
- 13.12 If you wish to connect your own device to the Telstra Mobile Broadband service, using the provided 3G USIM card, we provide no guarantee that that device will be compatible with our networks and we are unable to provide support for any such device.
- 13.13 You must use your Capable Device, your Telstra services and Telstra's networks in accordance with any minimum hardware and software requirements (details of which are available at www.telstra.com). We may terminate your access to our networks if you use any of them to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.
- 13.14 If you buy a Capable Device from us, your Capable Device is programmed to operate only on Telstra's Next G and GSM networks (or 4G in the case of a Telstra mobile broadband 4G device). If you wish to use your Capable Device with a non Telstra SIM card we will charge a network unlocking fee of \$27.50 to unlock your Capable Device.
- 13.15 You must not use your Telstra Mobile Broadband service to connect to the Internet via another internet service provider and unless we advise you otherwise, you must not use your Telstra Mobile Broadband service in connection with any machine-to-machine applications or to establish any point to point data connections with another modem.
- Note: A machine-to-machine application refers to any automated telemetry, telematics or telemetrics application or service which links two or more systems or devices with a mobile data connection.
- 13.16 Telstra mobile broadband 4G devices are not compatible with sending or receiving SMS messages, unless we advise you otherwise.
- 13.17 You will not be able to use our 2G networks or 2G networks overseas with a Telstra mobile broadband 4G device, unless we advise you otherwise.
- 13.18 When you connect a Telstra mobile broadband 4G device, a network data session will immediately commence. When you disconnect a Telstra mobile broadband 4G device, the network data session may continue to download a small amount of data ("**Spurious Traffic**") and charges may apply. To ensure you are not charged for Spurious Traffic, you must physically remove the Telstra mobile broadband 4G device from your equipment after use.

Eligible Data Usage

- 13.19 Eligible data usage does not include, and the monthly included hours/kilobytes cannot be used for, other calls or services including BlackBerry, Java, SMS (including Premium SMS), MMS, Next G mobile broadband network data service (including FOXTEL by Mobile, BigPond Photos and BigPond BigBlog), content subscription services, circuit

Part G – Recent and old plans

switched data services, voice calls, video calls, Video MessageBank, voice MessageBank, or international roaming. Standard charges will apply for use of these services.

International roaming

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

For terms relating to our International Roaming services, please see Part I of the Telstra Mobile Section of Our Customer Terms.
(To see these terms –business and government customers [click here](#).)

14 Telstra Mobile Broadband - Next G® mobile broadband network

For connections that commenced between 19 June 2012 and 26 November 2012.

- 14.1 The Telstra Next G® Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network. You can access the Telstra Mobile Broadband service with a Data Plan (kilobyte charging applies) on either a 24-month or month-to-month contract (“**Data Plan**”). A reference to a “24 month Standard Data Plan” is a Data Plan on a 24 month contract and a reference to a “Casual Plan” is a Data Plan on a month to month contract.

- 14.2 Clause 24 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.

24 Month Plans

- 14.3 There are three types of 24 month Data Plans:

- (d) 24 month Standard Data Plans;
- (e) 24 month Member (SIM Only) Plans and
- (f) 24 month Embedded TMB Plans.

- 14.4 The 24 month Standard Data Plan comes with a specified Capable Device. The Member (SIM Only) Plan is available with a BYO device or with an MRO. Embedded TMB Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.

- 14.5 24 month Standard Data Plans must be connected to a:

- (a) HSDPA (High Speed Downlink Packet Access) device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen;

Part G – Recent and old plans

- (b) HSUPA (High Speed Uplink Packet Access) device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen;
- (c) eHSPA (Enhanced High Speed Packet Access) device, available to you at either no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen; or
- (d) Telstra mobile broadband 4G device, available to you at either no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Data Plan chosen.

The Member Plans **do not** include a specified Capable Device.

Embedded TMB Plans

- 14.6 Embedded TMB Plans have the same construct as the 24 month Member (SIM Only) Data Plan with a Monthly Service Fee of \$10 more.

Casual Plans

- 14.7 The Casual Plans **do not** include a specified Capable Device.

Plan charges

- 14.8 You must pay us:
- (a) the Monthly Service Fee for your selected Data Plan;
 - (b) any usage fees and charges as set out in Our Customer Terms ;
(for example, any data charges above your monthly included hours/kilobytes and any charges for your mobile voice plan);
 - (c) any applicable early termination charge as set out below; and
 - (d) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an Excess Cap amount of \$100 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges.
- 14.9 The full amount of the data allowance for a Data Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Data Plan is connected. The monthly data allowance will not be pro-rated based on the timing of the current billing cycle. The monthly access fee will still be pro-rated based on the timing of the current billing cycle.

Free Intra-account calls

- 14.10 You can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband or Mobile services on the same account as your Data Plan.

Part G – Recent and old plans

14.11 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

14.12 Free Intra-account calls are available to customers with a Capable Device that has voice capability and is connected to Standard, Member or Casual in-market plans.

Changes to Data Plans

14.13 You may move to another Data Plan at any time, while the Data Plans are available to new and recontracting customers. If you do so, your monthly service fee, usage and call rates and monthly included kilobyte allowance will be adjusted on a pro-rata basis to reflect your new Data Plan. However, if you're on a Data Plan:

- a) for a 24 month term and you move to a higher value plan, your existing 24 month term will continue and you can move back to your original lower value plan without incurring an ETC;
- b) which is a Standard Data Plan with a 24 month term and you move to a lower value plan, you'll need to pay an ETC and recontract with another subsidised Capable Device on a new 24 month term;
- c) which is a Member (SIM Only) Data Plan with a 24 month term and you move to a lower value plan, you'll need to pay a \$50 administration fee and recontract on a new 24 month term;
- d) for a 24 month term and you move to a casual plan on a month to month basis, you'll have to pay an ETC; and
- e) for a 24 month term and you make more than one change to your plan in a two month period, we can charge you a \$50 administration fee.

Standard Plan Movements

14.14 You may move to another Data Plan with the same or a higher value without having to recontract or pay ETCs so long as you do not require new subsidised hardware (includes customers on Data Plans connected prior to 19 June 2012). If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Data Plan and you will receive the full data allowance of your new plan for the remainder of the billing month. If you require a new Capable Device, you will need to sign up to a new 24 month plan and pay any ETCs.

14.15 If you have a 24-month Standard Data Plan and you move to a lower value Standard Data Plan, you will be required to pay ETC's and recontract for 24 months.

Member Plan Movements

14.16 Any service upgrading from a Member Data Plan to a Standard Data Plan (of equal or higher spend level) will be required to recontract for 24 months. Any MRO will still need to be paid.

Part G – Recent and old plans

- 14.17 If you are on an existing Member Data Plan you may move to another Member Data Plan with same or higher monthly spend commitment without having to recontract or pay ETCs. If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Data Plan and you will receive the full data allowance of new plan for remainder of the billing month.
- 14.18 If you are on a 24-month Member Data Plan and you move to a lower value Member Data Plan, you will be required to recontract and pay a \$50 administration fee.
- 14.19 If you are moving from a Member Data Plan connected prior to 19 June 2012 and move to a lower value Member Data Plan connected from 19 June 2012 you will be required to pay an ETC and recontract for 24 months.
- 14.20 If you are on a Member Data Plans you may move to another Data Plan with same or higher monthly spend commitment but will be required to recontract for 24 months.

Cancelling 24-month Data Plans

- 14.21 You may terminate your Data Plan at any time. However, if during your 24-month contract term, you terminate your Data Plan other than as a result of our material breach, move to a monthly Data Plan or we deactivate your Data Plan for a material breach by you (in accordance with the General Terms of Our Customer Terms), we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC Amount for the selected Data Plan x Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

The Base ETC amount for each 24 month Member (SIM Only) Data Plan is: \$24.95 = \$339; \$34.95 = \$439; \$44.95 = \$509; \$94.95 = \$680.

The Base ETC amount for each Standard Data Plan varies depending on the Capable Device taken with that plan. The Maximum ETC amount for each Standard Data Plan is: \$29.95 = \$718.80; \$39.95 = \$958.80; \$49.95 = \$1,198.80; \$99.95 = \$2,398.80; \$360 = \$2,136; \$480 = 2,136; \$600 = \$2,136.

The Base ETC amount for each 24 month Embedded Data plan is \$29.95 = \$399; \$39.95 = \$479; \$49.95 = \$549; \$99.95 = \$701.

- 14.22 The ETC payable decreases over the life of the 24-month term.
- 14.23 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 14.24 The ETC's specified above is in addition to any ETC that may be payable if you cancel your mobile voice plan.

Part G – Recent and old plans

At the end of your contract term

- 14.25 If your Data Plan has a 24-month term, at the end of your contract term, your service will remain on your selected Data Plan on a month to month basis. If that Data Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Data Plan, you may terminate that Data Plan by giving us notice.

Availability

- 14.26 Data Plans are not available with devices that are not compatible with Data Plans, including telemetry plans and mobile group plans.
- 14.27 Data Plans are available until withdrawn by us.
- 14.28 You may use the Telstra Mobile Broadband service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra mobile broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet you will not be logged out due to data transmission inactivity.
- 14.29 Data Plans include a monthly kilobyte component for eligible data usage, and a special rate for eligible data usage in excess of the monthly included kilobytes, both of which are set out in the charges tables below.
- 14.30 Any monthly included kilobytes which remain unused at the end of each month will not roll over for use in the next month.
- 14.31 You may use the monthly kilobytes included in your Data Plan to access data over our Next G, 3G and GPRS networks (and 4G in the case of a Telstra mobile broadband 4G device).
- 14.32 For Data Plan customers connected to the Telstra Data Default Voice Plan, the voice and SMS rates (if applicable) set out in the charging tables below will apply.
- 14.33 You can choose whether to connect to a Data Plan for a 24-month term or on a month to month basis. 24-month Standard Data Plans include a Capable Device at a partially or fully subsidised price. Customers connected to a Data Plan on a month to month basis or a 24 Month Member Data Plan do not receive a subsidised Capable Device but are eligible for a standard Mobile Repayment Option (“MRO”) as set out in Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms (to see these terms – business and government customers click here).). Only one MRO may be entered into for each Data Plan.
- 14.34 If you have a Data Plan and are eligible for an account level discount, the discount will only apply to eligible data usage in excess of your monthly included kilobytes.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old plans

Charges - Data Plans – 24 month contract term (for connections that commenced between 19 June 2012 and 26 November 2012)

14.35 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Standard Data Plan.

Data Plan	\$29.95		\$39.95		\$49.95		\$99.95		\$360		\$480		\$600	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$27.23	\$29.95	\$36.32	\$39.95	\$45.41	\$49.95	\$90.86	\$99.95	\$327.27	\$360.00	\$436.36	\$480.00	\$545.45	\$600.00
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB		50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times														

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old plans

On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6 ¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms.														

When calculating data volumes:

- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
- (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 Gigabyte (GB). Charges for excess eligible data usage are calculated per kilobyte.

Part G – Recent and old plans

14.36 We charge you the following charges for using the Telstra Mobile Broadband service on a 24 month Member (SIM Only) Data Plan.

Data Plan	\$24.95		\$34.95		\$44.95		\$94.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$22.68	\$24.95	\$31.77	\$34.95	\$40.86	\$44.95	\$86.31	\$94.95
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

Part G – Recent and old plans

Month to month basis

14.37 We charge you the following charges for using the Telstra Mobile Broadband service on a monthly Data Plan:

Monthly Casual Data Plans - available for connections that commenced between 19 June 2012 and 26 November 2012.

Data Plan	\$39.95		\$49.95		\$69.95		\$119.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly Service Fee	\$36.32	\$39.95	\$45.41	\$49.95	\$63.59	\$69.95	\$109.05	\$119.95
Monthly included data allowance (calculated per KB)	1GB		4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Data Plan	Part G – Recent and old plans		Recent and old plans		Recent and old plans	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$327.37	\$360	\$436.36	\$480	\$545.45	\$600
Monthly included data allowance (calculated per KB)	50GB		75GB		120GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	4.55¢	5¢	4.55¢	5¢	4.55¢	5¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old plans

14.38 Business Mobile Data Packs are not available with Telstra Mobile Broadband services, but are available with selected Telstra Mobile plans. We charge you the following charges for using a Business Mobile Data Pack with a Telstra Mobile plan:

Business Mobile Data Packs - available on and from 25 January 2011 until 3 July 2012

Data Plan	\$10		\$19		\$29		\$39		\$69	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$9.09	\$10	\$17.27	\$19.00	\$26.36	\$29.00	\$35.45	\$39.00	\$62.73	\$69.00
Monthly included data allowance (calculated per KB)	1GB		2GB		3GB		5GB		12GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB,	22.73c	25c	22.73¢	25¢	9.09¢	10¢	9.09¢	10¢	4.55¢	5¢

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old plans

charged per KB or part)										
		Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times								
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
		Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms								

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

(a) Business Mobile Data Packs – available on and from 3 July 2012

Data Plan	\$5		\$15		\$30		\$60	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.

Our Customer Terms

Telstra Mobile Section

Part G – Recent and old plans

Monthly service fee	\$4.55	\$5.00	\$13.64.	\$15.00	\$27.27	\$30.00	\$54.55	\$60.00
Monthly included data allowance (calculated per KB)	250MB		1GB		3GB		8GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09c	10¢	9.09c	10¢	9.09c	10¢	9.09c	10¢

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte

Part G – Recent and old data plans was last updated on 04 May 2021

Part G – Data Services

Telstra Data Default Voice Plan

14.39 If you have suitable equipment you may use the Telstra Mobile Broadband service to make voice calls and for other services that are not considered eligible data usage as defined under the heading Eligible Data Usage below. The Telstra Data Default Voice Plan is a default voice plan which attaches to certain data plans which allows you to make voice calls and send SMS (if available) at the charges set out below, unless stated otherwise. The Telstra Data Default Voice Plan is not available as a standalone service. Subject to the next paragraph below, the terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times		
	GST excl.	GST incl.
On connection	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms		

Pay-As-You-Go charges

14.40 Pay-As-You-Go (PAYG) is not available as a standalone service to Telstra Mobile Broadband customers, however, you may be charged the rates below in certain circumstances.

14.41 Where PAYG charges apply, we charge the following:

PAYG	GST excl.	GST incl.
Session fee	0¢	0¢
For each 1 megabyte block or part thereof sent or received in a particular session (charged per KB).	\$1.82	\$2.00

When calculating data volumes:

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

Part G – Data Services

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

15 Telstra Mobile Broadband - Shared Plans

For connections that commenced between 19 June 2012 and 26 November 2012.

- 15.1 Telstra Mobile Broadband Shared Plans allow you to share included data allowances between eligible services on the same account. The Telstra Next G® Mobile Broadband service allows you to use a mobile broadband device approved by us in connection with the Telstra Mobile Broadband service (“**Capable Device**”) to access data over Telstra’s mobile broadband network.
- 15.2 Clause 10 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.
- 15.3 There are four types of Telstra Mobile Broadband Shared Plans (“**Shared Plans**”):
- (a) 24 month Standard Shared Plans (“**Standard Shared Plans**”);
 - (b) 24 month Member (SIM Only) Shared Plans (“**Member Shared Plans**”);
 - (c) 24 month Standard Shared Plans for embedded laptops sold on Mobile Repayment Option (“**MRO**”) (“**Embedded Shared Plans**”); and
 - (d) Monthly Casual Shared Plans (“**Casual Shared Plans**”).
- 15.4 Standard Shared Plans come with a specified Capable Device at no additional cost or for an additional cost payable by you upfront, depending on the model of the Capable Device and Standard Shared Plan chosen.
- 15.5 Member Shared Plans, Embedded Shared Plans and Casual Shared Plans do not include a Capable Device. Member Shared Plans and Casual Shared Plans are available with a BYO device or by purchasing a Capable Device on a MRO. Embedded Shared Plans are only available with eligible laptop devices purchased on MRO through the ICT Distribution Channel.
- 15.6 The Standard Shared Plan and the Embedded Shared Plan are available with a minimum monthly spend of \$44.95, \$54.95 or \$104.95.
- 15.7 The Member Shared Plan is available with a minimum monthly spend of \$39.95, \$49.95 or \$99.95.
- 15.8 The Casual Shared Plan is available with a minimum monthly spend of \$59.95, \$74.95 or \$124.95.
- 15.9 Shared Plans are only available with a default Telstra Data Default Voice Plan (“**Eligible Voice Plan**”) and the voice call and SMS rates set out in the charging tables below will apply.

Part G – Data Services

- 15.10 The included data allowance available on the Shared Plans may only be shared between other users on the same account who have at least one of the following Telstra Business Services: Telstra Business Mobile Advantage Plan with a compatible Business Mobile Data Pack or Telstra Mobile Broadband Shared Plans (“**Eligible Services**”).
- 15.11 Shared Plans allow you to access data over the Telstra Next G network and share the monthly included data allowance between all Eligible Services on the same account.
- 15.12 Telstra Mobile Broadband Shared Data Plans connected prior to 2 August 2011 are not compatible with Shared Plans.
- 15.13 The data allowance on Eligible Services will contribute to the shared data allowance available on your account (“**Shared Data Allowance**”). Shared Data Allowance can only be used by Eligible Services on the same account. Services other than the Eligible Services that are connected to the same account as a Shared Plan will not contribute to the Shared Data Allowance and cannot use the Shared Data Allowance.
- 15.14 If we believe on reasonable grounds that any included data allowance available under a Shared Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a Shared Plan. We will tell you if this happens.
- 15.15 The full amount of the Shared Data Allowance for a Shared Plan will be credited to your account irrespective of the timing of the current billing cycle at the time the new Shared Plan is connected. The Shared Data Allowance will not be pro-rated based on the timing of the current billing cycle. The Monthly Access Fee will still be pro-rated based on the timing of the current billing cycle.
- 15.16 If you cancel any service connected to your Shared Plan, any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.

Mobile Data Usage Meter Notices – Shared Plans

- 15.17 Shared Plans can access the Mobile Data Usage Meter (“**MDUM**”) services. MDUM usage alerts will be sent to each eligible service on the account via SMS and/or email when the MDUM estimates that data usage has reached 80% or 100% of the monthly Shared Data Allowance. Email alerts may also be sent to the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 80% or 100%.
- 15.18 Use of the MDUM services is subject to the terms and conditions set out in Part G (Data Services) of the Telstra Mobiles section of Our Customer Terms.

Suspended Shared Plans

- 15.19 If an Eligible Service connected to a Shared Plan on the same account is suspended for any reason:

Part G – Data Services

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

Existing Telstra Mobile Broadband customers

15.20 If you have an existing Telstra Mobile Broadband plan and wish to cancel that plan to take up a Shared Plan, we will not charge you an Early Termination Charge in relation to your existing Telstra Mobile Broadband plan if:

- (a) you have less than 2 months remaining on any fixed contract term applicable to your existing Telstra Mobile Broadband plan; and
- (b) the monthly plan charge for your selected Shared Plan is equal to or greater than the aggregate of the monthly plan charges for the existing Telstra Mobile Broadband plan you wish to cancel.

Shared Plan charges

15.21 You must pay us:

- (a) the monthly plan charge for your selected Shared Plan;
- (b) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance and any charges for your mobile voice plan);
- (c) for data you use in excess of your monthly included kilobytes, you must pay us the excess charges up to an excess cap amount of \$100 per month (“**Excess Cap**”). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
- (d) any applicable early termination charge (“**ETC**”) as set out below.

15.22 Each Shared Plan and all services related to the Shared Plan will be billed on a Single Bill.

Charges – Shared Plans (for connections that commenced between 19 June 2012 and 26 November 2012)

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

15.23 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Standard Shared Plan.

Standard Shared Plan	\$44.95		\$54.95		\$104.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.86	\$44.95	\$49.95	\$54.95	\$95.41	\$104.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

15.24 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Member Shared Plan.

Member Shared Plan	\$39.95		\$49.95		\$99.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$36.31	\$39.95	\$45.41	\$49.95	\$90.86	\$99.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

15.25 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Embedded Shared Plan.

Embedded Shared Plan	\$44.95		\$54.95		\$104.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$40.86	\$44.95	\$49.95	\$54.95	\$95.40	\$104.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Part G – Data Services

15.26 We charge you the following charges for using the Telstra Mobile Broadband on a 24 month Casual Shared Plan.

Casual Shared Plan	\$59.95		\$74.95		\$124.95	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Monthly service fee	\$54.50	\$59.95	\$68.14	\$74.95	\$114.59	\$124.95
Monthly included data allowance (calculated per KB)	4GB		8GB		15GB	
Fee for eligible data usage exceeding the monthly included data allowance (per MB, charged per KB or part)	9.09¢	10¢	9.09¢	10¢	9.09¢	10¢
Charge for voice calls to an Australian fixed or mobile number on Telstra Data Default Voice Plan – at all times						
On connection	22.73¢	25¢	22.73¢	25¢	22.73¢	25¢
Per 30 second block or part thereof	38.6¢	42.5¢	38.6¢	42.5¢	38.6¢	42.5¢
Standard charges for SMS up to 160 characters apply						

When calculating data volumes:

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

Charges for excess eligible data usage are calculated per kilobyte.

Changes to Shared Plans

15.27 If an Eligible Service connected to a Shared Plan is moved to another eligible Shared Plan in between billing cycles:

- the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Shared Plan account;
- if the amount of data used by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance of the original Shared Plan account will be the amount used by the Eligible Service;
- if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance of the original Shared Plan account for the applicable month;

Part G – Data Services

- (d) in the event of an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the new total Shared Data Allowance and can be used by all Eligible Services connected to the new Shared Plan account (it will not be pro-rated);
- (e) monthly charges associated with the Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Shared Plan is connected; and
- (f) any ETC will apply as set out in this section below.

Transferring Shared Plans

1.2 If an Eligible Service is added to a Shared Plan and connected to the same account in between billing cycles:

- (a) the data allowance from that Eligible Service will be added in full to the total Shared Data Allowance and can be used by all Eligible Services connected to the account (it will not be pro-rated); and
- (b) the monthly charge associated with the new Eligible Service will be pro-rated according to the timing of the current billing cycle at the time the new Eligible Service is connected.

15.28 If an Eligible Service connected to a Shared Plan is transferred to an account that is not connected to the Shared Plan in between billing cycles:

- (b) the total amount of data contributed to the Shared Data Allowance by the Eligible Service will be removed from the total Shared Data Allowance;
- (c) if the amount of data consumed by the Eligible Service is greater than the amount of data contributed, then the maximum amount of data removed from the Shared Data Allowance will be the amount contributed by the Eligible Service;
- (d) if the amount of data used by the Eligible Service is less than the amount of data contributed, then only the amount of data used will be deducted from the Shared Data Allowance; and
- (e) the monthly charge associated with the Eligible Service will be pro-rated from when it is transferred from the Shared Plan account.

15.29 You may move to another Shared Plan at any time, while the Shared Plans are available to new and recontracting customers. If you do so, your monthly Plan Charge, access charges, usage and call rates and monthly included data allowance will be adjusted on a pro-rata basis to reflect your new Shared Plan. However, if:

- a) for a 24 month term and you move to a higher value plan, your existing 24 month term will continue and you can move back to your original lower value plan without incurring an ETC;

Part G – Data Services

- b) which is a Standard Shared Plan with a 24 month term and you move to a lower value plan, you'll need to pay an ETC and recontract with another subsidised TMB device on a new 24 month term;
- c) which is a Member Shared Plan with a 24 month term and you move to a lower value plan, you'll need to pay a \$50 administration fee and recontract on a new 24 month term;
- d) for a 24 month term and you move to a casual plan on a month to month basis, you'll have to pay an ETC; or
- e) for a 24 month term and you make more than one change to your plan in a two month period, we can charge you a \$50 administration fee

Migrating existing services

- 15.30 If you are connected to a 24 month Standard Data Plan and you want to connect to a 24 month Member Shared Plan, you will be required to restart your minimum term and pay us an ETC.
- 15.31 If you are connected to a 24 month Member Data Plan and you want to connect to a 24 month Standard Shared Plan, you will be required to restart your minimum term and pay us an ETC.
- 15.32 If you are connected to a Casual Plan, you may move to a Casual Shared Plan and you will not be required to pay an ETC.

Standard Shared Plan Movements

- 15.33 You may move to another Standard Plan with same or higher value without having to recontract or pay ETCs so long as you do not require new subsidised Capable Device (includes customers on Standard Plans available prior to 19 June 2012). If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect your new Shared Plan and you will receive the full data allowance of your new plan for remainder of the billing month. If you require a new subsidised Capable Device, you will need to sign up to a new 24 month plan and pay any ETCs.
- 15.34 If you have a 24-month Standard Shared Plan and you move to a lower value Standard Shared Plan, you will be required to pay full ETC's and recontract for 24 months.
- 15.35 There are no early termination charges if you are on a Casual Shared Plan and move to the new pricing plans available on and from 19 June 2012.

Member Shared Plan Movements

Part G – Data Services

- 15.36 Any service upgrading from a Member Shared Plan to a Standard Shared Plan (of equal or higher spend level) will be required to recontract for 24 months. Any MRO will still need to be paid for.
- 15.37 If you are on an existing Member Shared Plan, you may move to another Member Shared Plan with same or higher value without having to recontract or pay ETCs. If you do so, your monthly service fee will be adjusted on a pro-rata basis to reflect the new Shared Plan and you will receive the full data allowance of the new plan for the remainder of the billing month.
- 15.38 If you are on a 24-month Member Shared Plan and you move to a lower value plan, you will be required to recontract and pay a \$50 administration fee.
- 15.39 If you are moving from a Member Shared Plan connected prior to 19 June 2012 to a lower value plan connected after 19 June 2012 you will be required to pay an ETC and recontract for 24 months.
- 15.40 If you are on a Member Shared Plan and you move to another Shared Plan with the same or a higher monthly spend, you will be required to recontract for 24 months.

Cancelling Shared Plans

- 15.41 You may terminate your Shared Plan at any time. However, if during your 24-month contract term, you terminate your Shared Plan other than as a result of our material breach or we deactivate your Shared Plan for a material breach by you we may charge you an ETC, calculated as follows:

$$\text{ETC payable} = \frac{\text{Base ETC amount for the selected Shared Plan} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

The Base ETC amount for each Standard Shared Plan varies depending on the Capable Device you have taken with that plan. The Maximum ETC amounts for Standard Shared Plans (GST Inclusive) are as follows: \$44.95 = \$1,078.80; \$54.95 = \$1,318.80; \$104.95 = \$2,518.80. The Base ETC amounts for Member Shared Plan are as follows \$39.95 = \$479; \$49.95 = \$549; \$99.95 = \$701. The Base ETC amounts for Embedded Shared Plans are as follows \$39.95 = \$509; \$49.95 = \$589; \$104 = \$720.

- 15.42 The ETC payable decreases over the life of the 24 month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.
- 15.43 The ETC's specified above are in addition to any ETC that may be payable if you cancel your mobile voice plan.

Part G – Data Services

At the end of your contract term

- 15.44 At the end of your 24 month contract term, your service will remain on your selected Shared Plan on a month to month basis if it is available. The monthly access charge applicable to Casual Users will apply from that time. If your Shared Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens. You may terminate that Shared Plan by notice to Telstra, without payment of any ETC.
- 15.45 Shared Plans are not compatible with any other Telstra offer, unless specified.
- 15.46 Shared Plans are available until withdrawn by us.

Availability

- 15.47 For Shared Plans, you must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN other than the Telstra.datapack, Telstra.pcpack or Telstra.Internet APN.

16 Telstra Wireless Bundles

What is a Telstra Wireless Bundle?

- 16.1 A Telstra Wireless Bundle is a bundled solution that consists of multiple Telstra services including:
- (a) a mobile service connected to an eligible Telstra Corporate Phone Plan or Enterprise Fleet Phone Plan with access to a special selection of devices that you can purchase from us at a subsidised price ("**Mobile Service**"); and
- one or both of the following:
- (b) an eligible BlackBerry Enterprise Server Solution SIM/Service only email plan ("**Email Plan**"); and/or
 - (c) an eligible Telstra Mobile Broadband – Next G network Business Mobile Data Pack ("**Data Plan**").

The nature of the services provided to you as part of your Telstra Wireless Bundle will depend on the bundle option selected by you.

- 16.2 If you purchase an eligible device from us at a subsidised price in connection with your Telstra Wireless Bundle, you may not purchase an additional handset from us at a subsidised price under your Telstra Corporate Phone Plan or your Enterprise Fleet Phone Plan

Part G – Data Services

Eligibility

- 16.3 You are only eligible for a Telstra Wireless Bundle if you have:
- (a) an ABN, ACN or ARBN; and
 - (i) a current Telstra Corporate Plan agreement with us that entitles you to connect mobile services to a Telstra Corporate Phone Plan or a current Enterprise Fleet Plan agreement with us that entitles you to connect mobile services to an Enterprise Fleet Phone Plan; and
 - (ii) was signed by you and us before 4 October 2011.
- 16.4 On and from 21 January 2010, you are not eligible to connect to a Telstra Wireless Bundle which includes a Data Pack if you have a 13 digit account number.
- 16.5 If you entered into an Enterprise Fleet Plan agreement with us on or after 4 October 2011, you are not eligible to purchase a Telstra Wireless Bundle.
- 16.6 The Professional Bundle, the Executive Bundle and the Executive Plus Bundle will no longer be available for purchase by new customers on and from 16 November 2011.

Minimum Contract Term

- 16.7 Each Telstra Wireless Bundle that you connect will have a 24 month minimum contract term.

Bundle Options

- 16.8 There are four bundle options available:
- (a) Voice and Modem Bundle;
 - (b) Professional Bundle;
 - (c) Executive Bundle; and
 - (d) Executive Plus Bundle.
- 16.9 The services that we will provide as part of each bundle option are set out in the table below.

Bundle Option	Mobile Service	Email Plan	Data Pack
Voice and Modem Bundle	✓		✓
Professional Bundle	✓	✓	

Part G – Data Services

Executive Bundle	✓	✓	✓
Executive Plus Bundle	✓	✓	✓

16.10 Full details of the Mobile Service, Email Plan and/or Data Pack that we will provide as part of your selected bundle option will be set out in your application form (or other agreement with us).

Telstra Corporate Plan terms, Enterprise Fleet Plan terms, Email Plan terms and Data Plan terms

16.11 If your Telstra Wireless Bundle includes:

- (a) a mobile service connected to a Telstra Corporate Phone Plan, the [Telstra Corporate Plan terms set out in Part B of the Telstra Mobile Section of Our Customer Terms](#) apply to your Telstra Wireless Bundle;
- (b) a mobile service connected to an Enterprise Fleet Phone Plan, [the Enterprise Fleet Plan terms set out in Part B of the Telstra Mobile Section of Our Customer Terms](#) apply to your Telstra Wireless Bundle;
- (c) a BlackBerry Enterprise Server Solution SIM/Service only email plan, the BlackBerry Enterprise Server Solution terms set out in this section of Our Customer Terms apply to your Telstra Wireless Bundle; and/or
- (d) a Data Plan, the Telstra Mobile Broadband – Next G network terms set out in Our Customer Terms apply to your Telstra Wireless Bundle.

16.12 If the Telstra Corporate Plan terms, the Enterprise Fleet Plan terms, the BlackBerry email plan terms, or the Data Plan terms are inconsistent with these Telstra Wireless Bundle terms, then these Telstra Wireless Bundle terms apply to the extent of any inconsistency.

Connecting existing services to your Telstra Wireless Bundle

16.13 Unless we otherwise agree, you may not connect an existing mobile service, Data Plan or Email Plan to your Telstra Wireless Bundle during the minimum contract term for that service.

Changing your bundle option or services (Telstra Wireless Bundles including a Telstra Corporate Phone Plan only)

16.14 If you have connected to a Telstra Wireless Bundle that includes a Telstra Corporate Phone Plan, we may allow you to change your bundle option or move to a Telstra Corporate Phone Plan, Email Plan and/or Data Plan with a higher or lower monthly network access charge during your minimum contract term. The terms applying to these changes are set out in the table below.

Part G – Data Services

Change	Terms
<p>If you move to a different Telstra Wireless Bundle</p>	<p>You will need to cancel your existing Telstra Wireless Bundle and restart your minimum contract term. We may also charge you a bundle early termination fee and a mobile service early termination fee (as set out in your application form) and a \$50 administration fee. We will apply your new monthly network access charge, included calls, call rates and any included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you add an eligible Data Pack to your Professional Bundle</p>	<p>You do not need to restart your minimum contract term. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to a Telstra Corporate Phone Plan with a lower monthly network access charge</p>	<p>You will need to cancel your Telstra Wireless Bundle and restart the minimum contract term for your Telstra Corporate Phone Plan. We may also charge you a bundle early termination fee (as set out in your application form) and a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p> <p>If your new Telstra Corporate Phone Plan is terminated for any reason during your new minimum contract term (other than for our material breach), we may charge you the applicable mobile service early termination fee (as set out in your application form).</p> <p>We may agree to continue to provide your Data Pack and/or Email Plan to you on a casual basis.</p>
<p>If you move to a Telstra Corporate Phone Plan with a higher monthly network access charge</p>	<p>You do not need to restart your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p> <p>You may move back to your original monthly network access charge (or a higher monthly network access charge) at any time without restarting your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to a Data Plan with a lower monthly network access charge</p>	<p>If you have selected the Voice and Modem Bundle option, you will need to cancel your Telstra Wireless Bundle. We may also charge you a bundle early termination fee (as set out in your application form) and a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle. Your Telstra Corporate Phone Plan will continue for the remainder of your minimum contract term. However, if your Telstra Corporate Phone Plan is subsequently terminated for any reason during the remainder of your minimum contract term (other than for our material breach), we may charge you the mobile service early termination fee (as set out in your application form).</p> <p>If you have selected the Executive Bundle or Executive Plus Bundle option, you do not need to restart your minimum contract term, however, we may charge you a \$50 administration fee. We</p>

Part G – Data Services

Change	Terms
	will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.
<p>If you move to a Data Plan with a higher monthly network access charge</p>	<p>If you have selected the Voice and Modem Bundle option, you will need to cancel your Telstra Wireless Bundle unless otherwise agreed with us and restart your minimum contract term. We may also charge you a bundle early termination fee (as set out in your application form)) and a \$50 administration fee.</p> <p>If you have selected the Executive Bundle or Executive Plus Bundle option, you do not need to restart your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p> <p>If you have selected the Executive Bundle or Executive Plus Bundle option, you may move back to your original Data Plan (or a Data Plan with a higher monthly network access charge) at any time without restarting your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to an Email Plan with a higher or lower monthly network access charge</p>	<p>You will need to cancel your Telstra Wireless Bundle. We may also charge you a bundle early termination fee (as set out in your application form) and a \$50 administration fee.</p> <p>Your Telstra Corporate Phone Plan will continue for the remainder of your minimum contract term. However, if your Telstra Corporate Phone Plan is subsequently terminated for any reason during the remainder of your minimum contract term (other than for our material breach), we may charge you the mobile service early termination fee (as set out in your application form).</p>
<p>If you move to an Enterprise Fleet Phone Plan</p>	<p>You will need to cancel your existing Telstra Wireless Bundle and restart your minimum contract term. We may also charge you a bundle early termination fee and a mobile service early termination fee (as set out in your application form) and a \$50 administration fee.</p>

16.15 If we allow you to move to a Telstra Corporate Phone Plan, Email Plan or Data Plan with a higher or lower monthly network access charge, we will increase or reduce your Telstra Wireless Bundle monthly network access charge (as relevant) to reflect this change. We will tell you before this happens.

Cancelling you Telstra Wireless Bundle (Telstra Wireless Bundles including a Telstra Corporate Phone Plan only)

16.16 If you have connected to a Telstra Wireless Bundle that includes a Telstra Corporate Phone Plan, you may cancel your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) at any time by telling us.

Part G – Data Services

- 16.17 If you or we cancel your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) during your minimum contract term, we may require you to pay early termination fees. The applicable early termination fees will be set out in your application form (or any other agreement with us). We may also require you to pay a \$50 administration fee.
- 16.18 The terms which apply to the cancellation of your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) are set out in the table below.

Voice and Modem Bundle	
Action	Terms
If your Telstra Corporate Phone Plan and Data Plan are cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.
If your Telstra Corporate Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may cancel your Data Plan and charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.
If your Data Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable bundle early termination fee set out in your application form. Your Telstra Corporate Phone Plan will continue for the remainder of your minimum contract term. However, if your Telstra Corporate Phone Plan is subsequently terminated for any reason during the remainder of your minimum contract term (other than for our material breach), we may charge you the mobile service early termination fee set out in your application form.
Professional Bundle	
Action	Terms
If your Telstra Corporate Phone Plan and Email Plan are cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.
If your Telstra Corporate Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may cancel your Email Plan and charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.

Part G – Data Services

<p>If your Email Plan is cancelled for any reason during your minimum contract term (other than for our material breach)</p>	<p>We may charge you the applicable bundle early termination fee set out in your application form.</p> <p>Your Telstra Corporate Phone Plan will continue for the remainder of your minimum contract term. However, if your Telstra Corporate Phone Plan is subsequently terminated for any reason during the remainder of your minimum contract term (other than for our material breach), we may charge you the mobile service early termination fee set out in your application form.</p>
<p>Executive Bundle and Executive Plus Bundle</p>	
<p>Action</p>	<p>Terms</p>
<p>If your Telstra Corporate Phone Plan, Email Plan and Data Plan are cancelled for any reason during your minimum contract term (other than for our material breach)</p>	<p>We may charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.</p>
<p>If your Telstra Corporate Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)</p>	<p>We may cancel your Email Plan and Data Plan and charge you the applicable bundle early termination fee and mobile service early termination fee set out in your application form.</p>
<p>If your Email Plan is cancelled for any reason during your minimum contract term (other than for our material breach)</p>	<p>We may charge you the applicable bundle early termination fee set out in your application form.</p> <p>Your Telstra Corporate Phone Plan will continue for the remainder of your minimum contract term. However, if your Telstra Corporate Phone Plan is subsequently terminated for any reason during the remainder of your minimum contract term (other than for our material breach), we may charge you the applicable mobile service early termination fee set out in your application form.</p> <p>We will continue to provide your Data Plan to you on a monthly basis. You may cancel your Data Plan at any time without paying an early termination fee.</p>
<p>If your Data Plan is cancelled for any reason during your minimum contract term (other than for our material breach)</p>	<p>We will not charge you the bundle early termination fee or the mobile service early termination fee set out in your application form unless your Telstra Corporate Phone Plan and/or Email Plan is cancelled during the remainder of your minimum contract term.</p>

Changing your bundle option or services (Telstra Wireless Bundles including an Enterprise Fleet Phone Plan only)

- 16.19 If you have connected to a Telstra Wireless Bundle that includes an Enterprise Fleet Phone Plan, we may allow you to change your bundle option or move to an Enterprise Fleet Phone Plan, Email Plan and/or Data Plan with a higher or lower monthly network access charge during your minimum contract term. The terms applying to these changes are set out in the table below.

Part G – Data Services

Change	Terms
<p>If you move to a different Telstra Wireless Bundle</p>	<p>You will need to cancel your existing Telstra Wireless Bundle and restart your minimum contract term. We may also charge you an early termination fee (as set out in your application form) and a \$50 administration fee. We will apply your new monthly network access charge, included calls, call rates and any included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you add an eligible Data Plan to your Professional Bundle</p>	<p>You do not need to restart your minimum contract term. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to an Enterprise Fleet Phone Plan with a lower monthly network access charge</p>	<p>You will need to cancel your Telstra Wireless Bundle. We may also charge you an early termination fee (as set out in your application form) and a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p> <p>You will continue to receive your Enterprise Fleet Plan on a casual basis. We may also agree to continue to provide your Data Plan and/or Email Plan on a casual basis.</p>
<p>If you move to an Enterprise Fleet Phone Plan with a higher monthly network access charge</p>	<p>You do not need to restart your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p> <p>You may move back to your original monthly network access charge (or a higher monthly network access charge) at any time without restarting your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge, included calls and call rates on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to a Data Plan with a lower monthly network access charge</p>	<p>If you have selected the Voice and Modem Bundle option, you will need to cancel your Telstra Wireless Bundle. We may also charge you an early termination fee (as set out in your application form) and a \$50 administration fee. Your new Data Plan will be provided on a casual basis. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle. Your Enterprise Fleet Plan will also continue on a casual basis.</p> <p>If you have selected the Executive Bundle or Executive Plus Bundle option, you do not need to cancel your Telstra Wireless Bundle or restart your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to a Data Plan with a higher monthly network access charge</p>	<p>If you have selected the Voice and Modem Bundle option, you will need to cancel your Telstra Wireless Bundle unless otherwise agreed with us and restart your minimum contract term. We may also charge you an early termination fee (as set out in your application form) and a \$50 administration fee.</p>

Part G – Data Services

Change	Terms
	<p>If you have selected the Executive Bundle or Executive Plus Bundle option, you do not need to restart your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p> <p>If you have selected the Executive Bundle or Executive Plus Bundle option, you may move back to your original Data Plan (or a Data Plan with a higher monthly network access charge) at any time without restarting your minimum contract term, however, we may charge you a \$50 administration fee. We will apply your new monthly network access charge and included data on a pro rata basis until the beginning of the next billing cycle.</p>
<p>If you move to an Email Plan with a higher or lower monthly network access charge</p>	<p>You will need to cancel your Telstra Wireless Bundle. We may also charge you an early termination fee (as set out in your application form) and a \$50 administration fee.</p> <p>Your Enterprise Fleet Plan and any Data Plan (if relevant) will continue on a casual basis.</p>

16.20 If we allow you to move to an Enterprise Fleet Phone Plan, Email Plan or Data Plan with a higher or lower monthly network access charge, we will increase or reduce your Telstra Wireless Bundle monthly network access charge (as relevant) to reflect this change. We will tell you before this happens.

Cancelling your Telstra Wireless Bundle (Telstra Wireless Bundles including an Enterprise Fleet Phone Plan only)

16.21 If you have connected to a Telstra Wireless Bundle that includes an Enterprise Fleet Phone Plan, you may cancel your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) at any time by telling us.

16.22 If you or we cancel your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) during your minimum contract term, we may require you to pay early termination fees. The applicable early termination fees will be set out in your application form. We may also require you to pay a \$50 administration fee.

16.23 The terms which apply to the cancellation of your Telstra Wireless Bundle (or a service component of your Telstra Wireless Bundle) are set out in the table below.

Voice and Modem Bundle	
Action	Terms
<p>If your Enterprise Fleet Phone Plan and Data Plan are cancelled for any reason during your minimum contract term</p>	<p>We may charge you the applicable early termination fee set out in your application form.</p>

Part G – Data Services

(other than for our material breach)	
If your Enterprise Fleet Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may cancel your Data Plan and charge you the applicable early termination fee set out in your application form.
If your Data Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable early termination fee set out in your application form. We may continue to provide your Enterprise Fleet Plan to you on a casual basis.
Professional Bundle	
Action	Terms
If your Enterprise Fleet Phone Plan and Email Plan are cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable early termination fee set out in your application form.
If your Enterprise Fleet Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may cancel your Email Plan and charge you the applicable early termination fee set out in your application form.
If your Email Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the applicable early termination fee set out in your application form. We may continue to provide your Enterprise Fleet Plan to you on a casual basis.
Executive Bundle and Executive Plus Bundle	
Action	Terms
If your Enterprise Fleet Phone Plan, Email Plan and Data Plan are cancelled for any reason during your minimum contract term (other than for our material breach)	We may charge you the early termination fee set out in your application form.
If your Enterprise Fleet Phone Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We may cancel your Email Plan and Data Plan and charge you the applicable early termination fee set out in your application form.
If your Email Plan is cancelled for any reason during your	We may charge you the applicable early termination fee set out in your application form.

Part G – Data Services

minimum contract term (other than for our material breach)	We may continue to provide your Enterprise Fleet Plan and Data Plan to you on a casual basis.
If your Data Plan is cancelled for any reason during your minimum contract term (other than for our material breach)	We will not charge you the early termination fee set out in your application form unless your Enterprise Fleet Phone Plan and/or Email Plan is cancelled during the remainder of its minimum contract term.

At the end of your minimum contract term

- 16.24 At the end of your minimum contract term, we will continue to provide your Telstra Wireless Bundle to you on a month to month basis until your Telstra Wireless Bundle (or any service component of your Telstra Wireless Bundle) is cancelled by us or you.
- 16.25 If your Telstra Wireless Bundle is no longer available to new customers, we may transfer your services to any other current plans which are reasonably comparable. We will tell you before this happens.

Single SIM/service number

- 16.26 All services connected to your Telstra Wireless Bundle must be linked to a single SIM and have the same service number.

Account level discounts

- 16.27 If any of the services provided to you as part of your Telstra Wireless Bundle are eligible to receive an account level discount, the discount will not apply to the monthly network access fee for your Telstra Wireless Bundle.

Other offers

- 16.28 The Telstra Wireless Bundle offer is not available with any other Telstra offer unless we specify otherwise.

Mobile Repayment Option

- 16.29 You are not eligible for a Mobile Repayment Option (set out in [Part C – Special Promotions of the Telstra Mobile section of Our Customer Terms](#)) with any Telstra Wireless Bundle.

Charges

- 16.30 The monthly network access charge for your Telstra Wireless Bundle will be set out in your application form (or other agreement with us).
- 16.31 Unless otherwise specified in your application form or other agreement with us, all other charges that apply to your use of a service provided as part of your Telstra Wireless Bundle are set out in the applicable section of Our Customer Terms for that service.

Part G – Data Services

17 Telstra Mobility Plan

What is the Telstra Mobility Plan?

17.1 The Telstra Mobility Plan offer includes:

- (a) a mobile service connected to Telstra's GSM service and Telstra's GPRS service on an eligible mobile plan; and
- (b) an eligible device.

Availability

17.2 The Telstra Mobility Plan offer has been replaced by the Telstra Business Mobility Pack offer. The Telstra Mobility Plan offer is not available for new connections on and from 27 October 2004.

Eligibility

17.3 To be eligible for a Telstra Mobility Plan:

- (a) you must be a Telstra Exchange Mail customer or you must host your own eligible business applications; and
- (b) you must be able to connect mobile services under an eligible program (including Corporate Net Rate Program, Corporate Rate Program, Telstra Government Program, Telstra Mobile Business).

Minimum contract term

17.4 Each Telstra Mobility Plan you connect to will have a 24 month minimum contract term.

GPRS terms

17.5 The GPRS terms in this Part G apply to your Telstra Mobility Plan.

Service requirements

17.6 If you are not a Telstra Exchange Mail customer, it is your responsibility to ensure that your eligible business applications are correctly configured for your Telstra Mobility Plan.

17.7 It is your responsibility to ensure that you comply with the minimum hardware and software requirements that we specify.

Usage obligations

17.8 We can terminate your mobile service if your use of your Telstra Mobility Plan adversely impacts the operation of our network and/or other customers' enjoyment of our network.

Part G – Data Services

- 17.9 You must not use your Telstra Mobility Plan in connection with any machine-to-machine applications.

Note: A machine-to-machine application means any automated telemetry, telematics or telematics application or service which links two or more systems or devices with a mobile data connection, which includes but is not limited to web camera posts or broadcasts, continuous JPEG file transfers, private lines and frame relay connections.

At the end of your minimum contract term

- 17.10 At the end of your minimum contract term, your service will remain on your selected plan on a month to month basis until cancelled by us or you. If your plan is no longer available to new customers, we may transfer your service to any other current plan which is reasonably comparable. We will tell you before this happens.

Cancelling your Telstra Mobility Plan

- 17.11 You may cancel your Telstra Mobility Plan at any time. However, you must pay us an early termination charge, if:
- (a) you cancel your Telstra Mobility Plan before the end of the minimum contract term (other than as a result of our material breach); or
 - (b) we cancel your Telstra Mobility Plan before the end of the minimum contract term because of your material breach; or
 - (c) the mobile service associated with your Telstra Mobility Plan stops being connected to an eligible mobile plan under an eligible Telstra program before the end of the minimum contract term.

The amount of the early termination charge is set out on your application form.

Included data allowance

- 17.12 If you connect to a Telstra Mobility Plan, you will receive an included data allowance per month for eligible data usage.
- 17.13 As a special introductory offer, until 31 December 2004, all packet-switched data usage from the mobile service associated with your Telstra Mobility Plan will be part of the monthly included data allowance, other than the excluded data applications.
- 17.14 On and from 1 January 2005, only packet-switched data usage from the mobile service associated with your Telstra Mobility Plan to the eligible business software applications will be part of the monthly included data allowance.

Note: Eligible business software applications are those applications that we host for you as part of the Telstra Exchange Mail service (if you are a Telstra Exchange Mail customer) or applications inside your corporate firewall (if you are not a Telstra Exchange Mail customer), other than the excluded data applications.

Part G – Data Services

17.15 The excluded data applications are not included in the monthly included data allowance and you must pay us additional charges if you use them.

Note: Excluded data applications are machine to machine applications, Circuit switched data, SMS and Picture Messaging.

Charges

17.16 We charge you the following charges for the Telstra Mobility Plan. You must also pay us for other services you use.

Telstra Mobility Plan (which includes the purchase of a device at a subsidised price)	GST excl.	GST incl.
Device purchase price	Nil	Nil
Monthly Access Fee(including a monthly included data allowance)		
Tier 1 Device	\$100	\$110
Tier 2 Device	\$109.09	\$120
Charges for data usage outside the monthly included data allowance and all other charges	Your chosen Telstra mobile plan charges apply	

Note: Tier 1 Device refers to any device we approve as a Tier 1 Device and Tier 2 Device refers to any device we approve as a Tier 2 Device.

Account level discounts

17.17 If the mobile service associated with your Telstra Mobility Plan is eligible to receive an account level discount, the discount will not apply to your Monthly Access Fee, but will apply to your subsequent data usage.

Other users

17.18 You must ensure that any other user of your Telstra Mobility Plan complies with these terms.

18 Telstra Business Mobility Pack

Not available to new connections on and from 5 March 2009

What is the Telstra Mobility Pack?

18.1 The Telstra Business Mobility Pack offer includes:

Part G – Data Services

- (a) a mobile service connected to either our GSM network and our GPRS service on an eligible mobile plan, our 3G network on an eligible mobile plan, our Next G network and our HSDPA service on an eligible mobile plan;
- (b) an eligible device, at a subsidized price;
- (c) an included data allowance for national packet switched data sent or received; and
- (d) a special rate for national packet switched data sent or received in excess of the included data allowance.

Availability

- 18.2 To be eligible for a Telstra Business Mobility Pack you must be able to connect a mobile service under an eligible mobile plan (including a Corporate Net Rate (Tier 2) Plan, Corporate Rate Plan, Telstra Government Plan or Telstra Mobile Business Member Plan or other eligible plan nominated by us).

Minimum contract term

- 18.3 Each Telstra Business Mobility Pack you connect will have a 24 month minimum contract term.

GPRS terms and 3G and HSDPA terms,

- 18.4 If your Telstra Business Mobility Pack includes a mobile service connected to our GSM network and our GPRS service, the GPRS terms in this Part G apply to your Telstra Business Mobility Pack.
- 18.5 If your Telstra Business Mobility Pack includes a mobile service connected to our 3G network or our Next G network and our HSDPA service, the 3G and HSDPA terms in this part G apply to your Telstra Business Mobility Pack.
- 18.6 If the GPRS terms, 3G and HSDPA terms are inconsistent with these Telstra Business Mobility Pack terms, then these Telstra Business Mobility Pack terms apply instead of the GPRS terms, 3G and HSDPA terms, to the extent of the inconsistency.

Mobile access to Microsoft Exchange Email

- 18.7 If you have a correctly configured compatible GPRS, 3G or HSDPA eligible device and email server, you may choose to use your Telstra Business Mobility Pack to enable mobile access to your Microsoft Exchange Email server.
- 18.8 It is your responsibility to ensure that you have:
- (a) a compatible GPRS, 3G or HSDPA eligible device configured with Microsoft Windows Mobile 5.0 Direct Push Technology upgrade software (or greater); and

Part G – Data Services

(b) Microsoft Exchange Server 2003 Service Pack 2 email server software (or greater) installed correctly on your email server.

18.9 We can supply you with a compatible GPRS, 3G or HSDPA eligible device configured with Microsoft Windows Mobile 5.0 Direct Push Technology upgrade software as part of a Telstra Business Mobility Pack or for outright purchase. We do not supply or support Microsoft Exchange Server 2003 Service Pack 2 email server software, or any other necessary software or hardware and you must arrange to separately purchase this software and hardware from your IT supplier or Microsoft.

Included data allowance

18.10 If you connect to a Telstra Business Mobility Pack, you will receive an included data allowance per month.

18.11 Your included data allowance is the volume of national packet switched data which you may send or receive each month as part of your monthly network access charge.

18.12 Your included data allowance cannot be used for other calls or services including, BlackBerry, Java, SMS (including Premium SMS), MMS, BigPond Mobile Services (previously known as Telstra Active or WAP), Circuit switched data, voice calls and packet switched data sent or received while roaming internationally. We will charge for this use separately in accordance with your eligible mobile plan or the applicable section of Our Customer Terms.

18.13 Any unused included data allowance is forfeited at the end of each month and will not roll over for use in the next month.

18.14 You are not entitled to aggregate or share your included data allowance across your Telstra Business Mobility Packs.

Your use obligations

18.15 You must not:

(a) use your Telstra Business Mobility Pack in connection with any machine-to-machine applications; and/or

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

(b) use your Telstra Business Mobility Pack as a substitute for private lines or frame relay connections.

18.16 It is your responsibility to ensure that:

(c) the use of your Telstra Business Mobility Pack does not adversely impact the operation of our network or other customers' enjoyment of our network;

Part G – Data Services

- (d) your Telstra Business Mobility Pack is used in accordance with the minimum hardware and software requirements, details of which are available from us; and
- (e) your Telstra Business Mobility Pack is only used for business purposes.

18.17 We can terminate your Telstra Business Mobility Pack (and the associated mobile service) if you fail to comply with these use obligations.

Connecting existing mobile services to your Telstra Business Mobility Pack

18.18 You may connect an existing mobile service to a Telstra Business Mobility Pack provided that:

- (c) your existing mobile service is connected under an eligible mobile plan; and
- (d) you do not decrease the minimum monthly spend on the existing mobile service at the time you connect it to a Telstra Business Mobility Pack.

The terms applicable to your existing mobile service (including any minimum contract term) will continue to apply after you connect it to a Telstra Business Mobility Pack.

Changing your spend level

18.19 You may move your Telstra Business Mobility Pack/s to a higher monthly network access charge at any time without restarting the applicable minimum contract term.

18.20 Your new higher monthly network access charge and included data allowance will be effective from implementation into our billing systems. We will apply your new monthly network access charge and included data allowance on a pro rata basis from this date until the beginning of the next billing cycle and will credit you for that part of your old monthly network access fee on a pro rata basis for the same period. Any unused included data allowance will not roll over for use in the next month.

18.21 You must pay us for any national packet switched data you have sent or received in excess of your included data allowance up to the date the change becomes effective. This data will be charged at the rate applicable to your Telstra Business Mobility Pack at the time you sent or received the data.

18.22 You may not move your Telstra Business Mobility Pack to a lower monthly network access charge during its minimum contract term without terminating the Telstra Business Mobility Pack, paying us the applicable early termination charge and recontracting your Telstra Business Mobility Pack for a new minimum contract term.

Cancelling your Telstra Business Mobility Pack

18.23 You may cancel your Telstra Business Mobility Pack at any time. However, you must pay us an early termination charge (“ETC”) as set out below if:

Part G – Data Services

- (a) you cancel your Telstra Business Mobility Pack before the end of the minimum contract term (other than as a result of our material breach); or
- (b) we cancel your Telstra Business Mobility Pack before the end of the minimum contract term because you breach a material term; or
- (c) the mobile service associated with your Telstra Business Mobility Pack stops being connected to an eligible mobile plan before the end of the minimum contract term.

18.24 The ETC payable for your Pack is calculated as follows:

$$\text{ETC payable} = \frac{\text{ETC Amount for the selected Pack x Number of months (or part thereof) remaining in your 24 month term}}{24 \text{ (GST incl)}}$$

Where the ETC Amount for each Pack is:

\$59 Pack = \$790
\$69 Pack = \$762
\$89 Pack = \$1228
\$99 Pack = \$1163
\$139 Pack = \$1268
\$149 Pack = \$1191

18.25 The ETC payable decreases over the life of the 24-month term. The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

18.26 The ETC specified above is in addition to any ETC that may be payable if you cancel your mobile service.

At the end of your minimum contract term

18.27 At the end of your minimum contract term, your service will remain on your selected Telstra Business Mobility Pack on a month to month basis until cancelled by us or you. If your Telstra Business Mobility Pack is no longer available to new customers, we may transfer your service to any other current plan which is reasonably comparable. We will tell you before this happens.

Account level discounts

18.28 If the mobile service associated with your Telstra Business Mobility Pack is eligible to receive an account level discount, the discount will not apply to your monthly network access charge, but will apply to any data usage in excess of your included data allowance.

Part G – Data Services

Other users

18.29 You must ensure that any other user of your Telstra Business Mobility Pack complies with these terms.

Other offers

18.30 The Telstra Business Mobility Pack offer is not available with any other Telstra offer unless we specify otherwise.

Charges for Packs connected prior to 2 May 2006

18.31 If your Telstra Business Mobility Pack was connected prior to 2 May 2006, we charge you the following charges for your Telstra Business Mobility Pack. You must also pay us for other services you use.

Telstra Business Mobility Pack	69		99		149	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Monthly network access charge	\$62.73	\$69.00	\$90.00	\$99.00	\$135.46	\$149.00
Charge for national packet switched data sent or received in excess of the Included Data Allowance (per kilobyte)	0.3551¢	0.3906¢	0.0444¢	0.0488¢	0.0444¢	0.0488¢
Included Data Allowance	50MB		100MB		250MB	
Charges for any data sent or received other than national packet switched data	Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply	
Voice call charges	Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply	

Note: When calculating data volumes:

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

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

Charges for Packs connected on and from 2 May 2006

18.32 If your Telstra Business Mobility Pack was connected on or after 2 May 2006, we charge you the following charges for your Telstra Business Mobility Pack. You must also pay us for other services you use.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

Telstra Business Mobility Pack	59		89		139	
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl
Monthly network access charge	\$53.64	\$59.00	\$80.91	\$89.00	\$126.36	\$139.00
Charge for national packet switched data sent or received in excess of the Included Data Allowance (per kilobyte)	0.0444¢	0.0488¢	0.0222¢	0.0244¢	0.0222¢	0.0224¢
Included Data Allowance	150MB		300MB		1000MB	
Charges for any data sent or received other than national packet switched data	Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply	
Voice call charges	Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply		Your chosen eligible mobile plan charges apply	

Note: When calculating data volumes:

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

Part G – Data Services

19 Telstra Mobile IPWAN

(Not available for new connections on and from 5th December, 2007)

What is Telstra Mobile IPWAN?

19.1 Telstra Mobile IPWAN allows you to access your private network via our IPWAN service with a device approved by us.

Eligibility

19.2 To be eligible for Telstra Mobile IPWAN, you must:

- (a) be a business customer;
- (b) connect and stay connected to:
 - (i) our IPWAN service with IP Wireless; or
 - (ii) our Connect IP service with IP Wireless;
- and
- (c) connect and stay connected to an eligible voice plan, as described further below.

19.3 The Telstra Mobile IPWAN service is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the Telstra Mobile IPWAN service to a third party.

19.4 If you do not meet our credit requirements, we may not supply you with a Telstra Mobile IPWAN service. We will let you know if that happens.

Availability

19.5 Telstra Mobile IPWAN is available on:

- (a) our Next G network and
- (b) our 3G network, if you bring your own compatible 3G device.

What is the Next G network?

19.6 Please see the sections headed "**What is Telstra Mobile Broadband?**"; "**Coverage and handover between networks**"; and "**Usage of Next G network and devices**" of this Part for information about the Next G network. The information in these sections applies to Telstra Mobile IPWAN over the Next G network, including the network unlocking fee for Next G PC Cards purchased from us, but excluding information about PC Packs, Data Packs, PAYG pricing, and use of Access Point Names (APN).

Part G – Data Services

19.7 You may use the Telstra Mobile IPWAN service on the Telstra.corp APN, or any approved private APN (that is, a private APN named according to the format `companyname.corp`) that has been provisioned by us. Only data usage over these APNs is included in the monthly included data access. Use of APNs other than Telstra.corp or approved private APNs will not form part of the monthly included data access, and will be charged on a PAYG basis). The PAYG charges are specified in the Telstra Mobile IPWAN Application form.

What is 3G?

19.8 Please see the sections headed "**Coverage and handover between networks**" on of this Part for information about the 3G network. The information in these sections applies to Telstra Mobile IPWAN over the 3G network with the exception of information about PC Packs, Data Packs, PAYG pricing and use of APNs.

19.9 You may use the Telstra Mobile IPWAN service on the Telstra.corp APN, or any approved private APN (that is, a private APN named according to the format `companyname.corp`) that has been provisioned by us. Only data usage over these APNs is included in the monthly included data access. Use of APNs other than Telstra.corp or approved private APNs will not form part of the monthly included data access, and will be charged on a PAYG basis. The PAYG charges are specified in the Telstra Mobile IP WAN Application form.

Telstra Mobile IPWAN plans

19.10 Telstra Mobile IPWAN is available on a:

- (a) 24 month contract with a subsidised device ("**24 month Device Plan**"); or
 - (b) 12 month contract if you bring your own device ("**12 month BYO Plan**"),
- (together the **plans**).

19.11 The plans are available until withdrawn by us.

24 month Device Plan

19.12 If you connect to a 24 month Device Plan, you will receive a Telstra approved Next G device at a subsidised price.

19.13 3G devices are not available on a 24 month Device Plan.

12 month BYO Plan

19.14 If you connect to the 12 month BYO Plan, you must bring your own device.

19.15 You may bring a Next G or 3G device under the 12 month BYO Plan.

Part G – Data Services

Included data access

- 19.16 Your plan's monthly spend includes the costs of you accessing data from your private network via the Telstra Mobile IPWAN service.
- 19.17 Our FairPlay Policy applies to your use of your plan. Our FairPlay Policy imposes a kilobyte limit per month on your data usage. Our FairPlay Policy is set out in [Part A - General](#) of the Telstra Mobile Section of Our Customer Terms. When calculating data volumes for this purpose:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).
- 19.18 You cannot use the included data access for other calls or services, including accessing the Internet (other than accessing data from your private network via the Telstra Mobile IPWAN service), BlackBerry, Java, SMS (including Premium SMS), MMS, FOXTEL by Mobile, BigPond Photos, BigPond BigBlog, WAP, content subscription services, circuit switched data, Push to Talk, voice calls, MessageBank (voice or video) or international roaming. Standard charges will apply for use of these services.

International roaming

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

Eligible voice plans

- 19.20 You may only use your Telstra Mobile IPWAN service in conjunction with an eligible post-paid mobile voice plan. Any Telstra business voice plans currently available for new connections are eligible plans. Telstra consumer voice plans are not eligible with Telstra Mobile IPWAN. If you do not select an eligible voice plan at the time you connect to Telstra Mobile IPWAN, you will be automatically connected to one of the following Telstra Data Default Voice Plans:
- (a) \$0 Next G plan if you select the Next G network or
 - (b) \$0 3G plan if you select 3G.
- 19.21 The terms and conditions applying to your eligible voice plan are set out in the other parts and sections of the [Telstra Mobile Section](#) of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Mobile IPWAN Plan. The Terms and Conditions for Telstra Data Default Voice Plans are set out in other sections of this Part G.
- 19.22 If the other parts and sections of the Telstra Mobile Section of Our Customer Terms are inconsistent with something in this Telstra Mobile IPWAN section of Our Customer

Part G – Data Services

Terms, then this Telstra Mobile IPWAN section applies instead of the other parts and sections of the Telstra Mobile Section, to the extent of the inconsistency.

Cancellations and Changes to Plans

- 19.23 Subject to the clauses below, you may move to another Telstra plan during your contract term.
- 19.24 If you change your voice plan, in addition to any applicable early termination charge (ETC) and administration fees payable under the terms and conditions of that voice plan, you must also pay us a variation administration fee. The variation administration fee is specified in the Telstra Mobile IPWAN Application form.
- 19.25 If you cancel your Telstra Mobile IPWAN contract before the end of the term (other than for our material breach) or we cancel your service as set out in the clause below, we may charge you a cancellation administration fee plus an ETC. The cancellation administration fee is specified in the Telstra Mobile IPWAN Application Form and the ETC will be calculated as follows:

$$\text{ETC payable} = \frac{A \times B}{C}$$

Where:

A = amount specified in the Telstra Mobile IPWAN Application Form;

B = number of months (or part thereof) remaining in your contract term; and

C = total number of months in your contract term.

- 19.26 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the [General Terms of Our Customer Terms](#). We will tell you before this happens.

At the end of your contract term

- 19.27 At the end of your contract term, your service will remain on your selected Plan on a month to month basis. If that Plan is no longer available, we may roll your service on to any other monthly plan which is reasonably comparable. We will tell you before this happens. If you are not happy with your new Plan, you may terminate that Plan by telling us.

Plan charges (General)

- 19.28 You must pay us:
- (a) the connection fee;
 - (b) the monthly service/access fee for your selected plan;

Part G – Data Services

- (c) any usage fees and charges as set out in Our Customer Terms (for example, any voice call charges for your mobile voice plan); and
- (d) if you have an GPRS or 3G service, any applicable termination or migration charges payable under your existing agreement for that GPRS or 3G service.

Connection fee

19.29 We will charge you a once-off connection fee. The connection fee is specified in the Telstra Mobile IPWAN Application form.

Monthly service fee/access fee

19.30 We charge you the following monthly service fee/access fee for the length of your contract term. The monthly service/access fee is specified in the Telstra Mobile IPWAN Application form.

Account level discounts

19.31 Account level discounts do not apply to accessing data from your private network via the Telstra Mobile IPWAN service. Account level discounts do apply to accessing data other than from your private network.

Group Plan not available

19.32 Plans are not compatible with any Telstra Mobile group offer.

20 BlackBerry Individual Solution

What is the BlackBerry Individual Solution?

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

Availability

20.2 You can only use the BIS service if you:

- (a) buy an eligible Handset for each intended user of the service, either under a Mobile Repayment Option (“**MRO**”) (for approved customers), a BIS MRO (for approved customers), a subsidised phone plan (for selected Handsets only) or purchased outright;
- (b) set-up BlackBerry Web Client (internet) to redirect e-mails from your e-mail account to your Handset and vice versa; and

Part G – Data Services

- (c) connect (and stay connected to) the BlackBerry Voice Plan or an eligible post-paid Telstra mobile plan.

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

Eligible e-mail addresses

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

BlackBerry Web Client

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

Contract Term

BlackBerry Individual Solution plan charges – For contract terms that expire before 18 October 2008

- 20.9 If you select a 24 month BIS plan, at the end of your 24 month plan contract term:
 - (a) your e-mail service will revert to our then standard BIS month to month plan and thereafter you will be charged the applicable monthly e-mail fee unless you recontract to a then available BIS fixed term plan; and
 - (b) you will remain on the same Telstra mobile plan or BlackBerry Voice Plan you selected as part of your 24 month BIS plan.

Part G – Data Services

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

Cancelling the service

- 20.11 You may cancel your BIS plan or BlackBerry Voice Plan or other eligible Telstra mobile plan connected to your Handset at any time. However, if you selected a 24 month BIS plan you must pay us any applicable early termination charge per plan cancelled (other than as a result of our material breach) in accordance with the terms governing that plan, as reasonably determined by us and the early termination charges set out under your Telstra mobile plan (and the balance of the Mobile Repayment Amount outstanding, if applicable) may become payable if you cancel your Telstra mobile plan.
- 20.12 If you do cancel your BIS service or Telstra mobile plan (other than as a result of our material breach), we will not refund or waive any of the charges already paid or incurred by you (including the BlackBerry plan monthly fee for the month in which you cancel your plan).
- 20.13 If you cancel your BlackBerry Voice Plan or other eligible Telstra mobile plan and do not move your Handset to another one of these mobile plans, your associated BIS e-mail for that Handset will also be cancelled.

BlackBerry Individual Solution plan charges – For services connected on and from 1 November 2011 and before 28 March 2012

- 20.14 For services connected on and from 1 November 2011, the monthly e-mail fee for your BIS e-mail plan will depend on your chosen plan as set out below, subject to the terms of any applicable promotional offer. This monthly fee lets you send and receive an unlimited number of e-mails to and from your Handset (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser. Additional charges apply for your Handset, Telstra mobile plan, voice and data usage (including charges for text messages), BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry Browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BIS monthly fee	GST excl	GST incl
Month to Month Plan - monthly fee	\$45.41	\$49.95
24 Month Plan - connected for 24 months with any BlackBerry® Handset to any Telstra mobile plan.	\$9.09	\$10.00

Part G – Data Services

BlackBerry Individual Solution plan charges – For services connected on and from 25 May 2010 and before 1 November 2011

20.15 For services connected on and from 25 May 2010 and before 1 November 2011, the monthly e-mail fee for your BIS plan will depend on your chosen plan as set out below, subject to the terms of any applicable promotional offer. This monthly fee lets you send and receive an unlimited number of e-mails to and from your Handset (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser. Additional charges apply for your Handset, Telstra mobile plan, voice and data usage (including charges for text messages), BigPond Mobile Services (previously known as Telstra Active or WAP), browsing outside the BlackBerry Browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BIS monthly fee	GST excl	GST incl
Month to Month Plan - monthly fee	\$45.41	\$49.95
24 Month Plan - connected for 24 months to a Telstra Mobile Member Plan with monthly access fee of less than \$60, Telstra Business Member Plan, Telstra Mobile Phone Plan with a monthly access fee of less than \$60, Ultimate II Plan with monthly access fee of less than \$55, Telstra Business Mobile Phone Plans or CNR Plans or any other plan as determined by us from time to time	\$27.23	\$29.95
24 Month Plan - connected for 24 months with a BlackBerry® Pearl™ 3G Smartphone handset to a 24 month Telstra Next G Cap Plan, a Telstra Mobile Member Plan with a monthly access fee of \$60 and above, a Telstra Mobile Phone Plan with a monthly access fee of \$60 and above or a Ultimate II Plan with a monthly access fee of \$55 and above before 24 November 2010 or any other plan as determined by us from time to time.	\$9.09	\$10.00
24 Month Plan - connected for 24 months with a BlackBerry® Pearl™ 3G Smartphone handset to a 24 month Telstra Business Mobile Cap Plan with a monthly access fee of \$49 and above or a Telstra Business Mobile PLUS (Net Ready) Plan with a monthly access fee of \$45 and above before 24 November 2010 or any other plan as determined by us from time to time	\$9.09	\$10.00

Part G – Data Services

BlackBerry Individual Solution plan charges – For services connected on and from 25 August 2008 and before 25 May 2010

- 20.16 For services connected on and from 25 August 2008 and before 25 May 2010, the monthly e-mail fee for your BIS plan will depend on your chosen plan as set out below, subject to the terms of any applicable promotional offer. This monthly fee lets you send and receive an unlimited number of e-mails to and from your Handset (experience may vary where the e-mail has large attachments or embedded content) and provides unlimited browsing via the BlackBerry browser. Additional charges apply for your Handset, Telstra mobile plan, voice and data usage (including charges for text messages), BigPond Mobile Services (previously known as Telstra Active or WAP) browsing outside the BlackBerry Browser, use of video streaming applications, content/subscriptions and other non-e-mail data usage.

BIS monthly fee	GST excl	GST incl
Month to Month Plan - monthly fee	\$45.41	\$49.95
24 Month Plan - connected to a Telstra Mobile Member Plan, Telstra Business Member Plan, Telstra Mobile Phone Plan, Telstra Business Mobile Phone Plans and CNR Plans	\$27.23	\$29.95

BlackBerry Voice Plan – charges for services connected before 1 November 2011

- 20.17 We charge you the following for the BlackBerry Voice Plan, including a connection fee per call, plus a call charge.

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

Additional BlackBerry terms

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

- (a) if applicable to your Handset, Research in Motion Limited's ("**RIM**") standard terms and conditions associated with RIM handsets; and

Part G – Data Services

- (b) the terms of RIM's standard BlackBerry Web Client and BIS software licence as advised to you by RIM.

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

Using your Handset overseas

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

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

Password protection

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

Mobile Repayment Option and BIS Mobile Repayment Option- For connections before 1 November 2011

20.23 Our MRO terms in [Part C – Special Promotions of the Telstra Mobile section of our Customer Terms](#) apply to the purchase of Handsets under the MRO and BIS MRO.

20.24 The only BIS MRO terms available for Handsets are 12 and 24 months.

20.25 If you terminate the Telstra mobile plan linked to your Handset prior to the expiry of the MRO or BIS MRO term you must pay Telstra the balance of the MRO outstanding.

BlackBerry App World Carrier Billing

20.26 As part of providing the BIS service to you, we may offer eligible customers the ability to pay for applications purchased through BlackBerry App World on your Telstra bill (“Carrier Billing Service”).

20.27 We will decide whether or not to give you access to our Carrier Billing Service. We will tell you if you are not eligible for our Carrier Billing Service. If you are not eligible for our Carrier Billing Service, you may be able to purchase applications through BlackBerry App World using other payment methods.

20.28 You will need compatible software on your Handset in order to be able to access BlackBerry App World and to use our Carrier Billing Services. You acknowledge and agree that this software:

Part G – Data Services

- (a) may be factory installed or virtually pre-loaded on all new Handsets purchased by you;
 - (b) may be pushed by us for an over-the-air installation or virtual pre-loading on all existing Handsets previously purchased by you; or
 - (c) may otherwise be made available for download and installation by you.
- 20.29 When you purchase an application through BlackBerry App World, the price of the application will be set by either the merchant of record for that application in BlackBerry App World or the developer of that application. We are not responsible for setting the price of any applications.
- 20.30 We will pay the merchant of record on your behalf and charge you the price for the application after it has been provided to you. There may be some cases where the charges are debited from your account before the application is delivered to your Handset.
- 20.31 We will take reasonable steps to make our Carrier Billing Services available to you at all times, but we cannot guarantee that we will provide our Carrier Billing Services to you in a timely, continuous or fault-free manner.
- 20.32 You must let us know of any errors or disputed charges billed to you using our Carrier Billing Service. We may, but are not obliged to, agree not to recover such charges from you. If we do, we may adjust the debits and credits relating to those charges on your Telstra account. If the charges relate to the purchase of any applications by you, you agree that where we refund the application charges to you that you may be no longer able to access those applications on your Handset.
- 20.33 We are not responsible for any applications bought by you from BlackBerry App World using our Carrier Billing Service. We do not promise the accuracy, suitability or quality, of such applications from third party providers.
- 20.34 Your use of any applications purchased using our Carrier Billing Service is covered by any terms imposed and communicated to you by the merchant of record for that application in BlackBerry App World or the developer of that application.
- 20.35 We will take reasonable steps to deliver applications bought by you from BlackBerry App World using our Carrier Billing Service. However, we cannot promise that we will deliver applications in a timely, continuous or fault-free manner.
- 20.36 We may use and disclose personal information about you in accordance with our “Protecting Your Privacy” statement, including for any purposes necessary to provide you with our Carrier Billing Services. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 20.37 When you use our Carrier Billing Services, your personal information will be disclosed to us (including our employees, contractors and agents) and to the merchant of record for

Part G – Data Services

BlackBerry App World to provide you with applications purchased through BlackBerry App World.

- 20.38 If you have any complaints about any applications, you must contact the merchant of record for that application in BlackBerry App World or the developer of that application. This is in addition to any rights you may have against us under any applicable law.
- 20.39 You can contact us if you have any complaints or enquiries about the charges for any applications purchased by you using our Carrier Billing Service.
- 20.40 Any refunds of amounts paid by you to purchase applications using our Carrier Billing Service must be agreed between us and the merchant of record for that application in BlackBerry App World. Where we refund the purchase price of the application to you or provide you with a credit for this amount, we will take reasonable steps to process the refund or credit promptly but we cannot guarantee that we will do so in a timely manner. You agree that where we refund the purchase price of any application to you, your access to that application will be disabled within a reasonable time.
- 20.41 You acknowledge and agree that we may cease to provide Carrier Billing Services if our agreements with Research In Motion Ltd or with any merchant of record for BlackBerry App World ends. We will try to provide you as much notice as possible before we cease providing Carrier Billing Services but cannot guarantee that we will be able to provide any prior notice of the cessation of such services.

General

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

Part G – Data Services

21 Fax and Data

- 21.1 You can use your GSM, 3G or Next G service to receive fax or data calls.
- 21.2 On and from 3 September 2010, the Telstra Mobile Terminating Fax service will no longer be available to new customers or existing Telstra mobile customers who have not activated the Telstra Mobile Terminating Fax service. This means that new customers or existing Telstra Mobile customers who have not activated the Telstra Mobile Terminating Fax service will not be able to apply to use their Telstra GSM, 3G or Next G service to receive fax calls.
- 21.3 On and from 28 October 2010 the Telstra Mobile Terminating Fax service will be withdrawn from the market and no longer be provided to all consumer customers. Until further notified, the Telstra Mobile Terminating Fax service will remain available to those existing Telstra mobile business customers who have activated the Telstra Mobile Terminating fax service.
- 21.4 You may have separate mobile phone numbers provided for those calls. We charge you the following charges for these additional mobile phone numbers:

Fax and Data	GST excl.	GST incl.
Charge for terminating data number (per month or incomplete part of a month)	\$5.00	\$5.50
Charge for terminating fax number (per month or incomplete part of a month)	\$10.00	\$11.00

22 My Business Mobile Data and My Business Wireless Broadband Plans

Not available for new connections after the 1st May, 2018.

General

- 22.1 You can access the Telstra Mobile Broadband service by taking up a My Business Mobile Data or a My Business Wireless Broadband Plan (together, the **My Business Plans**).
- 22.2 Clause 24 of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.
- 22.3 The My Business Plans are for small business customers only and aren't available to enterprise, government or large business customers (including customers with a Business Service Agreement or Corporate Service Agreement).

Part G – Data Services

Availability

- 22.4 My Business Plans are available on and from 5 September 2017 until withdrawn by us.
- 22.5 The My Business Mobile Data Plans have data sharing capability, whereas the My Business Wireless Broadband Plans do not have data sharing capability. The My Business Plans are available on a 12 or 24 month term, or as a casual month-to-month plan.
- 22.6 You may take up a 12 or 24 month My Business Plan as a BYO Plan (if you acquire only a SIM) or a MRO Plan (if you acquire a Capable Device subject to a Mobile Repayment Option (**MRO**) as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#)).
- 22.7 My Business Plans are not available with non Mobile Broadband devices including telemetry devices and mobile phones.
- 22.8 You may use the Telstra Mobile Broadband Business service on the Telstra.internet, Telstra.datapack or Telstra.pcpack APN. The default APN for Telstra Mobile Broadband services is Telstra.internet. When using a Capable Device, other than a Telstra Mobile Broadband 4G device, on the Telstra.datapack APN you are automatically logged out of your session after 2 hours of data transmission inactivity. On the Telstra.internet APN you will not be logged out due to data transmission inactivity.

Plan options

- 22.9 You can choose from the My Business Plans set out in the table below.

		My Business Mobile Data Plans (Shareable)					My Business Wireless Broadband Plans (Non-Shareable)					
Monthly Data Allowance		1GB	5GB	10GB	20GB	18GB	20GB	40GB	25GB	50GB	200GB	300GB
Cost per megabyte	12/24 month plan	1.46c/MB	0.59c/MB	0.44c/MB	0.34c/MB	0.52c/MB	0.22c/MB	0.17c/MB	0.39c/MB	0.29c/MB	0.17c/MB	0.16c/MB
	Casual plan	2.44c/MB	0.78c/MB	0.54c/MB	0.39c/MB	0.57c/MB	N/A	N/A	0.43c/MB	0.31c/MB	0.18c/MB	0.17c/MB
Minimum monthly charge	12/24 month plan	\$15	\$30	\$45	\$70	\$95	\$45	\$70	\$100	\$150	\$350	\$500
	Casual plan	\$25	\$40	\$55	\$80	\$105	N/A	N/A	\$110	\$160	\$360	\$510
Minimum cost for 12/24 month plans	12 month plan	\$180	\$360	\$540	\$840	\$1,140	\$540	\$840	\$1,200	\$1,800	\$4,200	\$6,000
	24 month plan	\$360	\$720	\$1,080	\$1,680	\$2,280	\$1080	\$1680	\$2,400	\$3,600	\$8,400	\$12,000
Excess data per GB or part		\$10					\$10					

Part G – Data Services

Telstra Air®Allowance Unlimited
		See https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/consumer/telstra-air.pdf
		Data for use in Australia.

What you must pay each month

22.10 Each month you must pay us:

- (a) the minimum monthly charge for your My Business Plan(s);
- (b) for data you use in excess of, or not eligible to draw from, your Monthly Data Allowance; and
- (c) any applicable MRO charges or repayments.

22.11 You must pay us an additional monthly fee of \$10 (GST incl.) per service if you use an APN with telstra.corp, telstra.extranet, telstra.eftpos, telstra.pcxextra or telstra.smr.

22.12 Each My Business Plan and all services related to the My Business Plan will be billed on a Single Bill.

22.13 At the time your new My Business Plan is connected you will receive the full amount of your Monthly Data Allowance for your My Business Plan. Your minimum monthly amount will be pro-rated based on when your My Business Plan was connected.

Sharing Data (My Business Mobile Data plans only)

22.14 If you take up a My Business Mobile Data Plan your Monthly Data Allowance will be automatically pooled and shared with the data allowances of services on the same account as your My Business Mobile Data Plan which are connected to one of the following plans:

- TMB Business Share Plans connected on or after 2 August 2011
- Business Performance Plans with a Data Share SIM attached
- Easy Share Business Plans including SIM Plans
- Easy Share Data Share SIMs
- Go Business Mobile Plans including SIM Plans
- Go Business Mobile Broadband Share Plans
- Go Business Mobile Data Plans
- My Business Mobile Plans including SIM Plans
- My Business Mobile Data Plans

Part G – Data Services

(Eligible Services).

- 22.15 The total shared data allowance for your account is the combined monthly data allowance of all Eligible Services on your account (**Shared Monthly Data Allowance**).
- 22.16 If we believe on reasonable grounds that any included data allowance available under a My Business Mobile Data Plan may be resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a My Business Mobile Data Plan. We will tell you if this happens.
- 22.17 This table sets out what will happen to your Shared Monthly Data Allowance if you make a change to an Eligible Service in between billing cycles.

If an Eligible Service is	Cancelled	Any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.
	Suspended	<p>We will pro-rate the monthly charge for the Eligible Service and credit the amount on your next bill.</p> <p>We will not pro-rate the Shared Monthly Data Allowance attached to the Eligible Service. The unused portion of the Shared Monthly Data Allowance will be available for use by the remaining Eligible Services on the same account; and</p> <p>If the Eligible Service remains suspended at the next billing cycle, we will adjust the Shared Monthly Data Allowance so that the usage allowance attached to the suspended Eligible Service is no longer included.</p>
	Added	A full month’s data allowance for the Eligible Service will be added to your Shared Monthly Data Allowance for the month (it will not be pro-rated).
	Moved to another account	<p>The total data contributed to the Shared Monthly Data Allowance by the Eligible Service will be removed from the original My Business Mobile Data Plan account.</p> <p>If the data used by the Eligible Service is greater than the data contributed, the maximum data removed from the Shared Monthly Data Allowance of the original My Business Mobile Data Plan account will be data used by the Eligible Service.</p> <p>If the data used by the Eligible Service is less than the data contributed, then only the data used will be deducted from the Shared Monthly Data Allowance of the original My Business Mobile Data Plan account for the applicable month.</p>

Part G – Data Services

		If the Eligible Service is moved to an account with another My Business Mobile Data Plan on that account and there is an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the Shared Monthly Data Allowance on the new My Business Mobile Data Plan account and can be used by all Eligible Services connected to that account (it will not be pro-rated).
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Your Monthly Data Allowance/Shared Monthly Data Allowance

- 22.18 You may use your Monthly Data Allowance or Shared Monthly Data Allowance (as applicable) to access data in Australia over the Telstra Mobile Network (which includes access to 4G service if you are using a Telstra Mobile Broadband 4G device, when in 4G coverage areas).
- 22.19 When calculating data volumes:
- (a) if the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).
- 22.20 In addition to your minimum monthly charge you must pay for data you use in excess of your Data Allowance for My Business Wireless Broadband Plans, or your Shared Monthly Data Allowance for My Business Mobile Data Plans at the rate of \$10 per 1GB which will automatically be added to your allowance in 1GB blocks to use in Australia (**Extra Data**).
- 22.21 If you have a My Business Mobile Data Plan, the Extra Data can be shared amongst Eligible Services and will be charged to the Eligible Service that first uses data in excess of the Shared Monthly Data Allowance.
- 22.22 Any unused Monthly Data Allowance/Shared Monthly Data Allowance and Extra Data expires each month.
- 22.23 By taking up a My Business Plan you agree that Extra Data will apply to all eligible services on your account in place of any existing pay as you go rate for excess data.

Voice calls and SMS

- 22.24 If you have suitable equipment you may use the Telstra Mobile Broadband Business service to make voice calls and for other services that are not considered eligible data usage. The Telstra Data Default Voice Plan is a default voice plan which is attached by default to your Telstra Mobile Broadband plan(s), which allows you to make voice calls and send SMS (if available) at the charges set out in the charging table below, unless

Part G – Data Services

stated otherwise. There is no additional monthly fee for the Telstra Data Default Voice Plan. The Telstra Data Default Voice Plan is not available as a standalone service. The terms applying to your Telstra Data Default Voice Plan are set out in the other parts, and sections of this Part G, of the Telstra Mobile Section of Our Customer Terms to the extent those terms relate to the services you use via your Telstra Data Default Voice Plan (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

Voice calls to standard Australian fixed or mobile numbers	25¢ call connection fee plus 42.5c per 30 second block or part
SMS	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.

22.25 If you are connected to a My Business Mobile Data Plan with a Telstra Data Default Voice Plan and have a Capable Device with voice capability, you can make free and untimed national calls in Australia to other eligible Telstra Mobile Broadband Business or Mobile services on the same account as your My Business Mobile Data Plan.

22.26 Free Intra-account calls do not apply to video calls, international calls or international roaming calls. Our FairPlay Policy applies. Our FairPlay Policy is set out in [Part A - General of the Telstra Mobile Section of Our Customer Terms](#).

MRO Bonus

22.27 You may be eligible to receive a MRO bonus on your bill each month (**My Plan MRO Bonus**) if you:

- (a) connect to a 24 month My Business Plan; and
- (b) on the same day that you connect to your My Business Plan, you purchase an Eligible Capable Device on a MRO as per the terms and conditions as set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

22.28 An **Eligible Capable Device** is any Telstra-certified USB dongle, Wi-Fi hotspot, mobile gateway, SIM-ready tablet or SIM-ready laptop that we designate as an eligible Capable Device from time to time.

22.29 If your My Business Plan is cancelled or you cancel your MRO, you will no longer be entitled to a My Plan MRO Bonus and you must pay back the remaining repayments on your MRO. The amount of the My Plan MRO Bonus varies according to the value of your My Business Plan and the selected Eligible Capable Device.

Part G – Data Services

- 22.30 At the end of your My Business Plan contract term your My Plan MRO Bonus will expire.
- 22.31 If you increase your minimum monthly charge your My Plan MRO Bonus will continue to be calculated according to your original minimum monthly charge.
- 22.32 Your My Plan MRO Bonus is not compatible with any All-4-Biz Loyalty Bonus.

Mobile Data Usage Meter Notices – My Business Plans

- 22.33 My Business Plans can access the Mobile Data Usage Meter (**MDUM**) services. By default, MDUM usage SMS alerts will be sent to each eligible service on the account via SMS when the MDUM estimates that data usage has reached 50%, 85% or 100% of the individual monthly allowance. To receive a MDUM usage SMS alert your Capable Device must be able to receive SMS messages. If your device doesn't support SMS, you can change your default MDUM notifications to Email once you register for Telstra Online Services (visit <https://www.telstra.com.au/small-business/self-service/account-services> for more info). If you have a My Business Mobile Data Plan, you can also setup Email alerts to notify the nominated account holder if the MDUM estimates that account level usage for all eligible shared services on the account has reached 50%, 85% or 100%.
- 22.34 Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#).

Changing your My Business Plan

- 22.35 We may allow you to change your minimum monthly charge or move to another type of My Business Plan during your minimum term. If we do, the terms in the table below will apply. If you move a service from a My Business Mobile Data Plan to a My Business

Part G – Data Services

Wireless Broadband Plan that service will no longer contribute to your Shared Monthly Data Allowance.

<p>If you move to the same type of My Business Plan (e.g. My Business Mobile Data Plan to My Business Mobile Data Plan, or My Business Wireless Broadband Plan to My Business Wireless Broadband Plan) with the same minimum term and a higher monthly charge.</p>	<p>You will not need to restart your minimum term. You can also move back to your original plan value without paying an early termination charge.</p>
<p>If you move to the same type of My Business Plan with the same minimum term and a lower monthly charge.</p>	<p>You will need to restart your minimum term and, if you have more than 60 days remaining in your contract term, you will also need to pay an early termination charge.</p>
<p>If you move from a 24 month My Business Plan to the same type of My Business Plan with a 12 month minimum term or vice versa</p>	<p>You will need to restart your minimum term and, if you have more than 60 days remaining in your contract term, you will also need to pay an early termination charge and the balance of your MRO charge (if applicable).</p>
<p>If you move from a 12 or 24 month My Business Plan to the same type of My Business Plan on a casual month to month term</p>	<p>You will need to pay an early termination charge.</p>
<p>If you move to a different type of My Business Plan (My Business Mobile Data Plan to My Business Wireless Broadband Plan or My Business Wireless Broadband Plan to My Business Mobile Data Plan)</p>	<p>You will need to restart your minimum term and pay an early termination charge.</p>

Cancelling your My Business Plan and Early Termination Charge (ETC)

22.36 You may cancel your My Business Plan at any time and your minimum monthly charge will be pro-rated based on the number of days remaining in that month.

22.37 You need to pay an ETC if your My Business Plan is cancelled (other than due to our material breach) or if it says so in the table above. It will be calculated as:

$$\text{Minimum monthly charge} \times 0.5 \times \text{number of months (or part) remaining in your minimum term}$$

22.38 The ETC decreases over the minimum term. The maximum ETC for each My Business Plan is set out in the tables below. Please contact us for the amount of ETC payable.

Part G – Data Services

	Maximum ETC (incl. GST)	Maximum ETC (incl. GST).
	12 month term	24 month term
My Business Mobile Data Plans		
\$15 (1GB)	\$90	\$180
\$30 (5GB)	\$180	\$360
\$45 (10GB)	\$270	\$540
\$70 (20GB)	\$420	\$840
\$95 (18GB)	\$570	\$1,140
My Business Wireless Broadband Plans		
\$45(20GB)	\$270	\$540
\$70(40GB)	\$420	\$840
\$100 (25GB)	\$600	\$1,200
\$150 (50GB)	\$900	\$1,800
\$350(200GB)	\$2,100	\$4,200
\$500(300GB)	\$3,000	\$6,000

22.39 The amount of the ETC represents our genuine estimate of the costs and loss of profits we are likely to suffer as a result of the termination, variation or deactivation.

22.40 You can cancel a casual month-to-month My Business Mobile Data or My Business Wireless Broadband Plan at any time and you will receive a pro-rata refund of your monthly charge and your Monthly Data Allowance will be pro-rated for the billing cycle. There is no ETC but you must pay any costs incurred up to the point of cancellation.

At the end of your contract term

22.41 At the end of your contract term, your service will remain on your selected My Business Mobile Data or My Business Wireless Broadband Plan on a month to month basis. If that My Business Mobile Data or My Business Wireless Broadband Plan is no longer available, we may roll your service onto any other monthly plan which is reasonably comparable. We will tell you before this happens.

23 Telstra Connected Business Mobile Broadband Plans

Telstra Connected Business Mobile Broadband Plans are no longer available for new connections on and from 1 June 2018.

23.1 You can access the Telstra Mobile Broadband service by taking up a Telstra Connected Business Mobile Broadband Plan (**Connected Business Mobile Broadband Plan**). Connected Business Mobile Broadband Plans allow you to share included data allowances between eligible services on the same account.

23.2 Clause **Error! Reference source not found.** of these terms sets out the general terms that apply to your use of the Telstra Mobile Broadband service.

Part G – Data Services

Availability

- 23.3 Not available for new service connections or service changes from 28 February 2021 and discontinued from 30 August 2021
- 23.4 Connected Business Mobile Broadband Plans are available until they are withdrawn by us.
- 23.5 Connected Business Mobile Broadband Plans are available as a:
- (e) **24 month Device plan:** You purchase an eligible device from us on a Mobile Repayment Option (**MRO**) for an additional cost, charged monthly, which will include a credit towards your device cost known as a Device Credit Offer (**DCO**).
 - (f) **24 month BYO Plan** or **Month to Month Casual Plan:** You bring your own compatible device or purchase a compatible device from us outright or under an MRO.

MRO terms and conditions are set out in [Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms](#).

- 23.6 If you want to connect your existing Telstra mobile service to a Connected Business Mobile Broadband Plans Plan, you may need to cancel your current plan and pay us any applicable early termination charges for that cancellation.
- 23.7 Connected Business Mobile Broadband Plans Plans are not available with any other Telstra mobile offer unless specified by us.

Contract term

- 23.8 If you have a Connected Business Mobile Broadband DCO Plan or Connected Business Mobile Broadband BYO Plan, at the end of the minimum term your service will remain on a Connected Business Mobile Broadband Plan on a month-to-month basis. You may recontract for a new Connected Business Mobile Broadband Plan if they are still available for recontracting. If Connected Business Mobile Broadband Plans are no longer available at the end of your minimum term, we may roll your service onto any other current plan that we consider is reasonably comparable. We will tell you before this happens.
- 23.9 If you have a Connected Business Mobile Broadband Casual Plan, you may cancel your plan at the end of any billing month. If you cancel before the end of a billing month, you will be charged your Monthly Fee on a pro-rata basis. If Connected Business Mobile Broadband Casual Plans are no longer available to new customers at the end of your monthly term, we may roll your service onto any other current plan that we consider is reasonably comparable. We will tell you before this happens.

General

- 23.10 All amounts listed in this Connected Business Mobile Broadband Plan section of Our Customer Terms are inclusive of GST.

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

What's included

23.11 Each Connected Business Mobile Broadband Plan includes an allowance for certain types of usage as set out in the tables below:

	Device Plans (24 months)						BYO Plans (24 months)						Casual Plans (month to month)					
Minimum monthly charge	\$25	\$40	\$60	\$90	\$130	\$190	\$20	\$35	\$55	\$75	\$105	\$175	\$25	\$40	\$60	\$90	\$130	\$190
Minimum cost over 24 months	\$600	\$960	\$1,440	\$2,160	\$3,120	\$4,560	\$480	\$840	\$1320	\$1800	\$2520	\$4200	N/A					
Monthly Data Allowance	2GB	5GB	10GB	15GB	30GB	50GB	1GB	5GB	10GB	15GB	30GB	50GB	2GB	5GB	10GB	15GB	30GB	50GB
Excess Data	2c per MB						2c per MB						2c per MB					
Telstra Mobile Device Management Shared Platform (T-MDM)	Available to eligible customers from \$5 per month when you sign up to the T-MDM service				Included		Available to eligible customers from \$5 per month when you sign up to the T-MDM service				Included		Available to eligible customers from \$5 per month when you sign up to the T-MDM service				Included	
Included Content	Telstra may include extra content or value add services within your plan from time to time. Such extra content or value add services may be available for a limited time																	
Monthly roaming allowance for use in Eligible Countries	Standard rates apply. See telstra.com.au/customer-terms/business-government/telstra-mobile/heading-overseas-international-roaming				1.5GB of data to use in Eligible Countries.		Standard rates apply. See telstra.com.au/customer-terms/business-government/telstra-mobile/heading-overseas-international-roaming				1.5GB of data to use in Eligible Countries.		Standard rates apply. See telstra.com.au/customer-terms/business-government/telstra-mobile/heading-overseas-international-roaming				1.5GB of data to use in Eligible Countries	
Excess data in Eligible Countries	N/A				3c per MB		N/A				3c per MB		N/A				3c per MB	

Our Customer Terms

Telstra Mobiles Section

Part G – Data Services

	Device Plans (24 months)		BYO Plans (24 months)	Casual Plans (month to month)
New Tablet Feeling	See Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.	Included	Not Available	Not Available
<p>Unless otherwise stated, all allowances are for use in Australia and all calls and messages are to standard Australian numbers. If you use your International calls/SMS allowance for things not included in your allowance or to call non-eligible countries, International call rates will apply. Eligible countries are: Canada, China, Hong Kong, India, Malaysia, New Zealand, Singapore, South Korea, UK and USA</p>				

Part G – Recent and old plans

Data Use

- 23.12 You may use the monthly kilobytes included in your Connected Business Mobile Broadband Plan to access data in Australia over the Telstra Mobile Network.
- 23.13 When calculating data volumes:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).

Monthly Data Allowance

- 23.14 Your Monthly Data Allowance will be automatically pooled and shared with the data allowances of the following compatible services:
- Other Connected Business Mobile Broadband Plans
 - Telstra Business Fleet Plus Plans
 - Telstra Business Fleet Connect Plans
 - Data Share SIM
 - Telstra Business Mobile Advantage Plan
 - Telstra Connected Business Mobile Plans
 - Telstra Mobile Broadband Share Plan taken up after August 2011
 - Telstra Business Mobile Data Pack Shareable
- (together **Eligible Services**).
- 23.15 The total shared data allowance for your account is the combined monthly data allowance of all Eligible Services on your account (**Shared Data Allowance**). The Shared Data Allowance can only be used by Eligible Services on the same account.
- 23.16 Any unused Shared Data Allowance will expire each month.
- 23.17 If we believe on reasonable grounds that any included data allowance available under a Connected Business Mobile Broadband Plan has been resold, assigned or resupplied to a third party other than your employee or employees of a wholly or majority owned subsidiary, we may refuse to supply you with a Connected Business Mobile Broadband Plan. We will tell you if this happens.
- 23.18 This table sets out what will happen to your Shared Data Allowance if you make a change to an Eligible Service in between billing cycles.

If an Eligible Service is	
Cancelled	Any unused data as at the date of cancellation will remain on your account for the remainder of that billing month.

Part G – Recent and old plans

Added	A full month’s data allowance for the Eligible Service will be added to your Shared Data Allowance for the month (it will not be pro-rated).
Moved to another account	<p>The total data contributed to the Shared Data Allowance by the Eligible Service will be removed from the original Connected Business Mobile Broadband Plan account.</p> <p>If the data used by the Eligible Service is greater than the data contributed, the maximum data removed from the Shared Data Allowance of the original Connected Business Mobile Broadband Plan account will be data used by the Eligible Service.</p> <p>If the data used by the Eligible Service is less than the data contributed, then only the data used will be deducted from the Shared Data Allowance of the original Connected Business Mobile Broadband Plan account for the applicable month.</p> <p>If the Eligible Service is moved to an account with another Connected Business Mobile Broadband Plan on that account and there is an increase in the included monthly data allowance, the data allowance from that Eligible Service will be added in full to the Shared Data Allowance on the new Connected Business Mobile Broadband Plan account and can be used by all Eligible Services connected to that account (it will not be pro-rated).</p>

Connected Business Mobile Broadband Plan charges

23.19 You must pay us:

- (h) the Monthly Service Fee for your selected Connected Business Mobile Broadband Plan;
- (i) any usage fees and charges as set out in Our Customer Terms (for example, any data charges above your monthly included Shared Data Allowance);
- (j) for data you use in excess of your Shared Data Allowance, you must pay us the excess charges up to an excess cap amount of \$100 per month per service (**Excess Cap**). Amounts we charge you for the monthly service/access fee and for data usage for international roaming do not count towards the Excess Cap and you will have to pay any applicable charges; and
- (k) any applicable early termination charge (**ETC**) as set out in clause 23.23; and
- (l) any applicable MRO charges or repayments.

23.20 Each Connected Business Mobile Broadband Plan and all services related to the Connected Business Mobile Broadband Plan will be billed on a Single Bill.

Part G – Recent and old plans

Pro-rata on connection

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

Changing your Connected Business Mobile Broadband Plan

- 23.22 We may allow you to change your Monthly Service Fee or move to another Connected Business Mobile Broadband Plan during your minimum term. If we do, the terms in the table below will apply. If you move a service from a Connected Business Mobile Broadband Plan to a non-Share Plan that service will no longer contribute to your Shared Data Allowance.

Current Plan: Connected Business Mobile Broadband Plan New Plan: Connected Business Mobile Broadband Plan with the same minimum term	
If your new Connected Business Mobile Broadband Plan has a higher Minimum Monthly Charge	You will not need to restart your minimum term. You can also move back to your original plan value without paying an early termination charge.
If your New Plan has a lower Minimum Monthly Charge	You will need to restart your minimum term. You will also need to pay the balance of your MRO for your handset (if applicable).
Current Plan: Connected Business Mobile Broadband DCO Plan or Connected Business Mobile Broadband BYO Plan New Plan: Connected Business Mobile Broadband Casual Plan	
If your New Plan has a higher Monthly Service Fee	You will need to pay an early termination charge. You will also need to pay the balance of your MRO for your handset (if applicable).
If your New Plan has a lower Monthly Service Fee	You will need to pay an early termination charge. You will also need to pay the balance of your MRO for your handset (if applicable).

Early termination charges for Connected Business Mobile Broadband DCO Plans and Connected Business Mobile Broadband BYO Plans

- 23.23 You must pay an early termination charge (ETC) and Early Recontracting Fee as reasonably determined by us if, during your minimum term:

Part G – Recent and old plans

- (a) you cancel (other than as a result of our material breach) or we cancel your 24 month Connected Business Mobile Broadband DCO Plan or Connected Business Mobile Broadband BYO Plan; or
- (b) you move to a plan with a lower Monthly Fee, a different 24 month Connected Business Mobile Broadband DCO Plan or Connected Business Mobile Broadband BYO Plan, or take up a Connected Business Mobile Broadband Casual Plan or other non-Connected Business Mobile Broadband plan.

23.24 The amount of any ETC payable is calculated in accordance with the following formula:

$$\text{Monthly Fee} \times \text{number of months (or part thereof) remaining in your minimum term} \times 50\%$$

23.25 The ETC decreases over the minimum term and you can ask us to tell what ETC you will need to pay. The maximum ETC for each Connected Business Mobile Broadband Contracted Plan is:

Monthly Fee	Maximum ETC payable	Monthly Fee	Maximum ETC payable
\$25	\$300	\$20	\$240
\$40	\$480	\$35	\$420
\$60	\$720	\$55	\$660
\$90	\$1,080	\$75	\$900
\$130	\$1,560	\$105	\$1260
\$200	\$2,400	\$175	\$2100

23.26 The Connected Business Mobile Broadband Casual Plan is a month to month plan and you can cancel it at any time. There is no ETC but you must pay any costs incurred up to the point of cancellation. If you change or cancel a Connected Business Mobile Broadband Casual Plan during a month-to-month billing cycle you will receive a pro-rata refund of your monthly charge and your included call allowance will be pro-rated for the billing cycle.

23.27 You are not permitted to make voice or video calls from your Connected Business Mobile Broadband Plan and we have barred voice and video calls. If you make voice or video calls from your Connected Business Mobile Broadband Plan we may cancel your plan.

Share Data Packs

23.28 A Telstra Mobile Broadband Share Data Pack (**Share Data Pack**) allows you to increase the Shared Data Allowance of your Connected Business Mobile Broadband Plan at any time.

23.29 You may choose from the following Share Data Packs:

Part G – Recent and old plans

Additional Data	Data Pack Fee (per month)
1 GB	\$15
3 GB	\$30
6 GB	\$60
10 GB	\$100
15GB	\$150
25GB	\$250

- 23.30 The Data Pack Fee is in addition to your Minimum Monthly Charge of your Connected Business Mobile Broadband Plan. We will continue to add the selected Share Data Pack to your Connected Business Mobile Broadband Plan and charge you the Data Pack Fee each month until you cancel your Share Data Pack, which you may do at any time.
- 23.31 The Additional Data will be added to the monthly included kilobytes of your Shared Data Allowance. The terms that apply to your Shared Data Allowance apply to the Additional Data.
- 23.32 When you add a Share Data Pack to your Connected Business Mobile Broadband Plan, you will receive the full amount of Additional Data for the month and your Data Pack Fee will be pro-rated based on the when you added your Share Data Pack to your Shared Plan.
- 23.33 If you go over your Additional Data allowance you will be charged an excess usage rate in accordance with your Connected Business Mobile Broadband Plan.

Suspended Connected Business Mobile Broadband Plans

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

Mobile Data Usage Meter Notices – Connected Business Mobile Broadband Plans

- 23.35 Connected Business Mobile Broadband Plans can access the Mobile Data Usage Meter (MDUM) services. By default, MDUM usage SMS alerts will be sent to each eligible service on the account via SMS when the MDUM estimates that data usage has reached 50%, 85% or 100% of the individual monthly allowance. To receive a MDUM usage SMS alert your Capable Device must be compatible with receiving SMS. You can change your default MDUM notifications to Email once you register for Telstra Online Services (visit Telstra.com/business/datameters for more info). You can also setup Email alerts to notify the nominated account holder if the MDUM estimates that account level usage for all eligible Shared services on the account has reached 50%, 85% or 100%.

Part G – Recent and old plans

Use of the MDUM services is subject to the terms and conditions set out in [Part G \(Data Services\) of the Telstra Mobiles section of Our Customer Terms](#)

Part G – Recent and old plans

24 The Sendum Asset Monitoring Solution

24.1 The Sendum Asset Monitoring Solution (“**Sendum Solution**”) uses the Telstra Mobile

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. If you use Sendum PT300D devices, the services and related products you acquire in connection with The Sendum Asset Monitoring Solution will no longer work from this date. For further information please visit: tel.st/3g

Network to provide a near real time multi-sensor solution that enables you to monitor the in-transit conditions of your packages or assets. It provides information on the location and condition of your packages or assets (e.g. temperature, vibration, humidity and light) to an online portal by which you can view this data. Customisable triggers and alarms can be preset or changed while your packages or assets are in-transit so that action may be taken before your packages or assets are damaged or permanently lost for example.

24.2 The functionality available to you via a Sendum Solution depends on the options selected by you (as described in sections 24.3,24.4 and 24.5.

Availability

24.3 The Sendum Solution is not available for purchase by new customers on and from 21 May 2019. Existing customers may continue to receive the Sendum Solution but on and from 21 May 2019 will no longer be able to add new services, make changes to existing services or recontract existing services.

24.4 If taking up the Sendum Solution prior to 21 May 2019,, you will need:

- (a) one of the following:
 - (i) the Sendum Asset Tracker PT300D (“**Sendum Device**”) set out in the table in section 24.7; or
 - (ii) the Sendum Device together with an accessory pack (“**Sendum Accessory Pack Kit**”) set out in the table in section 24.7 and
- (b) Findum application software licence (“**Findum Software**”).

24.5 If you purchase the Sendum Device, you may also choose to purchase an optional range of accessories set out in the table in section 24.7.

24.6 The Sendum Device and optional range of accessories are the “**Sendum Hardware**”.

24.7 For the purposes of section 24.5 above, Sendum Hardware includes:

Hardware	Description
Device	

Part G – Recent and old plans

Hardware	Description
Sendum Asset Tracker – PT300D	A small, portable and reuseable 3G device that can be discreetly attached to your assets or packages as a near real time location tracking device
Sendum Accessory Pack Kit	A small, portable and reusable 3G device that can be discreetly attached to your assets or packages as a near real time location tracking device, providing the option for extended battery life > 15 days.
Optional Accessories	
Single Port Charge Accessory – 5VDC1000/USB	Single USB charger suitable for connecting and charging a portable device
Multi Port Charge Accessory – 7 Port charger	Compact 7 port USB charger suitable for connecting and charging up to 7 devices
Sendum Sensor Battery Pack (SBP)	A Sendum Battery unit which clips into the Sendum PT300D module
Sendum Accessory Pack (AP)	The device is a plug and play with Sendum PT300D module. Can be designed for use with a power source or external battery. Power source or external batteries must be purchased separately and will be billed directly by M2M Connectivity.

- 24.8 You agree and acknowledge that you will not use your Sendum Solution for voice calls, SMS, MMS or any other unauthorised telecommunication services.
- 24.9 There are additional terms which apply to your use of the Sendum Solution. These terms are described in more detail under “Additional Terms” below.
- 24.10 You must use your Sendum Solution in accordance with our Acceptable Use Policy available via www.telstra.com.

Part G – Recent and old plans

Eligibility

24.11 You are only eligible for the Sendum Solution if you have a valid ABN, ACN or ARBN.

General Licence Terms

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

24.13 You understand that you must not:

- (a) copy, reproduce or modify the Findum Software (or any associated documentation) or create any derivative work from the Findum Software;
- (b) sell, rent, lease, loan, license, sublicense or otherwise transfer the Findum Software (or any associated documentation) to any third party;
- (c) cause or allow the disassembly, decompilation or reverse engineering of the Findum Software or otherwise attempt to gain access to the source code of the Findum Software;
- (d) use the Findum Software for any unlawful, abusive, offensive or fraudulent purpose;
- (e) use the Findum Software in a manner that infringes any law, regulation or standard;
- (f) disclose any confidential information provided to you by M2M Connectivity Pty Ltd (“**M2M Connectivity**”) or Sendum Wireless Corporation (“**Sendum Wireless**”) to a third party (including any documentation provided to you in connection with the Sendum Solution) except to the extent that it is necessary to disclose that information to your employees, agents or officers for the purpose of their use of the Sendum Solution or where you are required by law to disclose that information; or
- (g) cause or allow any third party to do any of the acts described in sections (a) to (f) above.

24.14 You understand that you have no rights or interests in the Findum Software other than those expressly granted in this section.

Data

24.15 As part of your Sendum Solution, you will receive Data to allow the Sendum Device to connect with the Telstra Mobile Network.

Contract term

24.16 You can purchase the Sendum Solution on either the:

Part G – Recent and old plans

- (a) upfront option, under which you will need to:
 - (i) enter into a 36 month contract for the Findum Software;
 - (ii) make an upfront payment for the Sendum Device; and
 - (iii) make an upfront payment for any optional accessories purchased(**“Hardware Upfront Option”**), or
- (b) repayment option, under which you will need to:
 - (i) enter into a 36 month contract for the Findum Software;
 - (ii) enter into a 36 month contract for the repayment of the Sendum Device; and
 - (iii) make an upfront payment for any optional accessories purchased(**“Hardware Repayment Option”**).

24.17 If you take up either the Hardware Upfront Option or the Hardware Repayment Option, property in and title to any Sendum Hardware, and any optional accessories, passes from us to you on delivery of the respective Sendum Hardware to you.

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

Cancelling, Changing or Terminating the Sendum Solution

24.19 You may change from a Hardware Repayment Option to a Hardware Upfront Option at any time during the 36 month term, in which case the Hardware ETCs will apply for the Sendum Hardware in accordance with sections 24.25 and 24.29 below.

24.20 You may cancel your licence(s) for the Findum Software at any time, however, you will be unable to use the Sendum Solution, and Software ETCs may apply in accordance with sections 24.24, 24.25 and 24.26 below.

24.21 We may cancel your licence(s) for any Findum Software immediately if you become insolvent or you fail to maintain your Sendum Device(s) repayments under the Hardware Repayment Option. Hardware ETCs and Software ETCs may apply.

24.22 We may cancel your licence(s) for the Findum Software if you breach any of these terms and conditions and you fail to remedy that breach within 14 days of receiving a written notice from us (or our nominated third party). Hardware ETCs and Software ETCs may apply.

Termination

Part G – Recent and old plans

24.23 We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers’ enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms. We will tell you before this happens.

24.24 Where you acquire the Sendum Solution on a Hardware Repayment Option and this contract is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra’s breach, Telstra may charge you a Hardware ETC and a Software ETC calculated as follows:

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

Note: ETC Base is the minimum cost on a 36 month Hardware Repayment Option for the Sendum Hardware (as set out in the table in this section)

Hardware	MINIMUM COST (ON A 36 MONTH HARDWARE REPAYMENT OPTION) OR ETC BASE (INC GST)
Sendum Asset Tracker – PT300D	\$594

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

Software	MODIFIED BASE (INC GST)
Findum application software licence	\$16.50

24.25 Where you acquire the Sendum Solution on the Hardware Upfront Option and the Findum Software is cancelled or terminated before expiry of the 36 month contract term for any reason other than Telstra’s breach, Telstra may charge you a Software ETC calculated as follows:

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

Software	MODIFIED BASE (INC GST)
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Part G – Recent and old plans

Findum application software licence	\$16.50
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24.26 You agree that all applicable Hardware ETCs and Software ETCs are a genuine pre-estimate of the loss we are likely to suffer.

Additional terms

Helpdesk

24.27 You can contact us by telephone for support or with questions on your Sendum Solution.

24.28 If we cannot resolve the queries you raised under section 24.27 above, we will refer your queries to Sendum support.

24.29 M2M Connectivity will also operate a helpdesk that you may contact by email (support@sendum.com.au) or telephone (03) 9696 3011 for support in relation to your use of the Sendum Solution. The Sendum Helpdesk will operate during normal business hours 8 am to 5 pm AEST Monday to Friday.

Installation

24.30 In relation to the installation of the Sendum Hardware, you must properly install and configure the Sendum Hardware or engage M2M Connectivity (or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant)). We are in no way responsible for the installation or configuration of the Sendum Hardware. The cost of installation is not included in the Sendum Hardware price. M2M Connectivity or your chosen third party will bill you separately for installation.

24.31 In order to obtain the benefit of the voluntary warranty in section 24.45, you must have your Sendum Device installed by M2M Connectivity, or a person expressly authorised by M2M Connectivity, or any other certified auto-electrician who holds all requisite qualifications in Australia and/or New Zealand (as relevant). Also, you must make the Sendum Hardware available for inspection and repair, at premises nominated by us, acting reasonably.

24.32 We are not responsible for the installation or configuration of the Sendum Hardware, by M2M Connectivity or any third party, and are not otherwise liable for any acts or omissions (including negligence) of the installer.

Username and password

24.33 You will be provided with a unique username and password for the Findum Software, which are required for your use of the Sendum Solution.

24.34 Your unique username and password will expire upon termination of your Sendum Solution.

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

Part G – Recent and old plans

Security of data

- 24.36 You understand that you are responsible for the security and integrity of the data transmitted between your Sendum Hardware and the Findum Software.
- 24.37 You understand that data transmitted over the Telstra Mobile Network using the Sendum Solution may be intercepted by third parties without our knowledge (or the knowledge of M2M Connectivity and Sendum Wireless).
- 24.38 If you require additional security for your data, please contact your authorised Telstra or M2M Connectivity representative.

General

- 24.39 You must ensure that your employees, agents and officers, must:
- (a) not disclose any usernames and passwords related to your Sendum Solution to an unauthorised third party;
 - (b) take all reasonable steps to prevent any unauthorised access to the Findum Software and M2M Connectivity's or Sendum Wireless' website; and
 - (c) maintain all copyright notices on the Findum Software (and associated documentation) provided to you.
- 24.40 You must:
- (a) comply with any terms and conditions on which M2M Connectivity provides you with any part of the Sendum Solution;
 - (b) comply with the reasonable directions of M2M Connectivity from time to time regarding the use of the Sendum Solution; and
 - (c) not use any equipment in connection with the Sendum Solution that has not first been approved, in writing, by M2M Connectivity.
- 24.41 You agree to indemnify M2M Connectivity and us for any direct or indirect loss, expense or damage which we may incur as a result of any breach of your obligations in section 24.13.
- 24.42 You understand that:
- (a) if you download or access any data, information, files or other materials from M2M Connectivity's or Sendum Wireless' website you do so at your own risk;
 - (b) the functionality of the Sendum Solution may be restricted by the functionality and limitations of our mobile network, global positioning systems and the Internet and may not be available in all areas or circumstances or at all times;
 - (c) in many cases, the Sendum Solution is deployed to supplement and enhance existing applications. While the Sendum Solution can be deployed in industries

Part G – Recent and old plans

providing monitoring and emergency services, it is important to remember that the Sendum Solution may not be suitable for all circumstances. Specifically, the Sendum Solution is not intended to act as or replace existing or otherwise required fail-safe technologies and any use of the Sendum Solution is at your own risk;

- (d) the Findum Software may be subject to outages and may not be available online at all times;
- (e) Sendum Wireless or its licensors own all intellectual property rights in the Findum Software, Sendum Hardware and any associated documentation; and
- (f) it is your responsibility to ensure that your use of the Sendum Solution complies with any relevant privacy obligations.

Limited Warranty and Liability

24.43 In addition to your non-excludable rights under Australian consumer protection laws, we expressly and voluntarily warrant that the Findum Software provided to you will substantially function in accordance with its specifications (as described in the documentation provided to you in connection with your Findum Software) for the term of your licence. However, you understand that the Findum Software may have minor or inherent defects. If there is a defect in your Findum Software, M2M Connectivity will (at no cost to you and in addition to any other rights you have under consumer protection laws) provide remedial services to correct any errors which are caused by a defect in an unmodified Findum Software.

24.44 You agree and acknowledge that from time to time M2M Connectivity and Sendum Wireless may update the Findum Software.

24.45 In addition to your rights under Australian consumer protection laws which cannot be excluded, and subject to section 24.46, 24.47 and 24.48.

- (a) we expressly and voluntarily warrant that the Sendum Hardware will be free from Defects for 36 months from the date the Sendum Hardware is installed; and
- (b) for the purpose of this voluntary warranty, “Defects” means:
 - (i) any material fault, failure, degradation, deficiency or error in the Sendum Hardware; and
 - (ii) any functionality or performance of the Sendum Hardware not in accordance with the specifications applicable to the Sendum Hardware.

24.46 The voluntary warranty in section 24.45 does not apply if any:

- (a) person has misused the Sendum Solution or used it in a manner not expressly permitted by any documentation relating to the Sendum Solution; or
- (b) unauthorised attempt has been made to install, repair, replace, modify or maintain the Sendum Hardware.

Part G – Recent and old plans

24.47 We do not provide any warranties in respect of Sendum devices or accessories or add-ons (or any other equipment) that you purchase from a third party. You should check with the third party directly for the terms and conditions of any warranty offered by them in respect of Sendum devices or accessories or other equipment purchased from them.

24.48 The benefits conferred by the express voluntary warranty are in addition to other rights that are available to you under Australian consumer protection laws which cannot be excluded. Except as expressly set out in these terms and conditions and subject to other non-excludable rights under Australian consumer protection laws in relation to our express voluntary warranty:

- (a) we exclude all representations, conditions and warranties (whether express or implied) relating to the Sendum Solution;
- (b) neither we nor M2M Connectivity will be liable in contract, tort or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by you arising out of or in connection with your use of the Sendum Solution; and
- (c) our liability to you for all claims for damages in connection with your Sendum Solution will be limited (where it is fair and reasonable for us to do so) to whichever is the greater (in value) of:
 - (i) the total amount paid by you to us in connection with your Findum Software in the three months prior to your claim; or
 - (ii) for replacing the Sendum Hardware, the repair of the Sendum Hardware.

24.49 The exclusions and limitations set out in section 24.48 are subject to any:

- (a) terms, conditions or warranties that are implied by law; or
 - (b) rights or remedies provided by law,
- that cannot be excluded, limited or modified.