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Certain words are used with the specific meanings set out on page 13 and in [the General Terms of our Customer Terms](#).

1 About the Microsoft Xbox Game Pass Ultimate section

Our Customer Terms

- 1.1 This is the Microsoft Xbox Game Pass Ultimate subscription (**Service**) section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate the Service, that right is in addition to our rights to suspend or terminate the Service under the General Terms of Our Customer Terms.

2 About the Service

What is the Service?

- 2.1 The Service provides you with access to a Microsoft Xbox Game Pass Ultimate subscription (subject to the terms of use you agree with Microsoft). To use the Service you must also create an account with Microsoft.

Eligibility

- 2.2 To be eligible for the Service, you must have a Telstra consumer (non-business) post-paid fixed broadband, mobile and/or mobile broadband service for the duration of the Service (**Eligible Telstra Service**).
- 2.3 We may elect not to provide the Service if you are not eligible for the Service. We may terminate the Service if you cease to be eligible for the Service.
- 2.4 You may not acquire the Service for use in relation to a business or commercial premises.

Availability

- 2.5 The Service may not be available in all locations.

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Xbox Cloud Gaming (Beta)

2.6 The Service provides you with access to Microsoft Xbox Cloud Gaming (Beta). For more information see Microsoft's website [here](#) and [here](#).

2.7 Xbox Cloud Gaming (Beta) requires an internet connection. The minimum bandwidth requirements as at the date these terms were published are as follows:

- (a) Android – 7Mbps or higher
- (b) iOS - 10 Mbps or higher
- (c) Mac or iPad – 20 Mbps or higher
- (d) Windows PC – 20 Mbps or higher.

Minimum requirements may change from time to time. For the most up to date information see [here](#).

2.8 Xbox Cloud Gaming (Beta) allows you to stream select games only (where available).

2.9 Xbox Cloud Gaming (Beta) requires a compatible device. Details about compatible devices can be found on Microsoft's website [here](#).

2.10 Xbox Cloud Gaming (Beta) user experience may be impacted by network congestion, poor internet connection, network coverage, user location and device capability.

2.11 Games played using Xbox Cloud Gaming (Beta) may require a hardware controller, sold separately.

Using the Service

2.12 You must only use, and only allow the Service (and any part of it) to be used, in accordance with these terms.

2.13 You must not use the Service (or any part of it) for any purpose other than that for which it was intended.

3 Fees

3.1 You agree to pay all the applicable fees and charges in respect of the Service.

3.2 The Service is charged on a monthly basis, starting from the day you sign up for the Service (**Service Billing Period**).

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- 3.3 If you pay for your Eligible Telstra Service upfront, you will be required to pay for the Service upfront on the day you sign up, and each month thereafter.
- 3.4 If you don't pay for your Eligible Telstra Service upfront, the Service will be added to your monthly post-paid Telstra bill. The Service Billing Period may be different to the billing period for your Eligible Telstra Service.
- 3.5 Fees will apply from the date you sign up to the Service with Telstra, subject to any promotional offers available at the time you sign up.
- 3.6 You must pay us the amount payable for the Service, as indicated in your Critical Information Summary, or as varied from time to time.
- 3.7 In addition to the charges for the Service, you must pay us for any other services we provide in connection with the Service (such as your home broadband) in accordance with the separate terms that apply to those services.

Non-payment

- 3.8 If you do not make the payments required, we may suspend or cancel the Service in accordance with the General Terms of Our Customer Terms.

4 Term and termination

Your right to cancel the Service

- 4.1 The Service is month-to-month and does not have a minimum term. The Service automatically continues, and you will continue to be charged monthly, unless you cancel. You may cancel the Service at any time, on the My Telstra mobile app or by logging into your Telstra account via our website.
- 4.2 If you cancel the Service part way through the Service Billing Period, your cancellation takes effect from the end of the Service Billing Period. This means you will still have access to the Service for the remainder of the Service Billing Period.
- 4.3 Because cancellation takes effect from the end of the Service Billing Period, you are not entitled to a pro-rata refund or credit or reduction in fees if you cancel the Service part way through a Service Billing Period.

Our right to terminate the Service

- 4.4 Without limiting any of our rights, we may immediately terminate the Service (or any part of it) if you are in breach of these terms and, acting reasonably, we consider that breach to be material. We will notify you as soon as reasonably possible if we terminate the Service.

- 4.5 If the Service is terminated by us:
- (a) you will not be able to use the remaining term Xbox Game Pass Ultimate membership with Microsoft that you have paid for; and
 - (b) any separate services you have with us will continue in accordance with their terms (unless the separate services have also been terminated).

5 Microsoft Terms

- 5.1 You must comply with all Microsoft's Xbox Subscriptions Terms and Conditions available [here](#). Microsoft may vary these terms and conditions from time to time.
- 5.2 To the extent there is any inconsistency between these terms and Microsoft's terms regarding the Service, these terms apply.

6 Data and hosting

- 6.1 Where you provide us any information or data of any kind as part of the Service, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the Service, including by providing it to third party service providers.
- 6.2 We may grant third party service providers the same rights in relation to your data and information as those rights you grant us under these terms.
- 6.3 You warrant that you have the right to give us any information or data that you provide us in connection with the Service.

7 Help

- 7.1 Customer support is available through the My Telstra app.
- 7.2 For help with your Xbox Game Pass Ultimate membership, you can also contact [Microsoft Support](#).

8 Your responsibilities and other obligations

General

- 8.1 A reference to "you" in relation to this clause 8 includes a reference to anyone else (other than us or our Representatives) who uses the Service.

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- 8.2 You must:
- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
 - (b) not reverse engineer, decompile or otherwise discover the application programming interface of the Services; or
 - (c) not resell distribute, or otherwise use the Service to generate income.
- 8.3 You must not, and must ensure that others do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 8.4 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
- 8.5 We may suspend or cancel the Service without liability to you if you breach this clause 8.