

# UPFRONT DATA PLAN SERVICE TERMS

This section sets out specific terms that apply to our Upfront Data Services. These terms are in addition to the General Terms and relevant Critical Information Summary.

## 1 CONNECTING

### We aim to connect you as soon as reasonably possible

- 1.1 Once you have your SIM and device, we'll aim to connect you as soon as reasonably possible. We'll notify you when you can start to use your Service.

### You can transfer an existing mobile phone number to us

- 1.2 You can transfer an existing active mobile phone number from another mobile service provider to us. You'll need to agree to our transfer terms and conditions.
- 1.3 If you're transferring an existing mobile number from another service provider, we'll aim to connect you within two hours of successfully completing the transfer. Where the transfer isn't successfully confirmed, we'll notify you and aim to connect you on the next working day.
- 1.4 We'll use reasonable efforts to transfer your number and we'll notify you if your transfer request isn't successfully confirmed.

## 2 DEVICE PAYMENT CONTRACTS

### Paying for devices via instalments

- 2.1 If you have an eligible Service, you can apply for an associated Device Payment Contract (**DPC**) to buy a mobile handset, tablet, or other available device through monthly repayments.
- 2.2 If we approve your application, we'll give you credit toward the purchase price (**DPC Amount**). The DPC Amount chosen cannot be more than the price of the handset or device.
- 2.3 We will pay the Device Payment Contract Amount directly to the relevant Telstra Shop or participating Telstra dealer on your behalf.
- 2.4 You must repay us the DPC Amount in monthly instalments over the DPC Term over 12, 24 or 36 months. Otherwise, we may suspend or cancel your associated Service in accordance with the General Terms.
- 2.5 You can have only one DPC per eligible Service. Please note these are subject to credit limits we impose based on your credit rating.
- 2.6 We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations under or in connection with the DPC (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with the DPC.
- 2.7 In addition to how we may use and share your information under our Privacy Statement, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.
- 2.8 Your obligation to make payments under or in connection with the DPC is absolute and

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unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with the DPC for any reason whatsoever.

### Device Payment Discounts

2.9 We may from time to time offer discounts on selected devices (**Device Payment Discounts**). You must continue to pay DPC Amounts and have an eligible Telstra Service for the full DPC Term to keep receiving Device Payment Discounts.

### You must repay outstanding amounts

2.10 If you or Telstra cancel your associated eligible Service or customer account before the end of the DPC Term, you must repay the outstanding DPC Amount when you leave. Any associated Device Payment Discounts won't apply to this outstanding DPC Amount.

## 3 USING YOUR DATA SERVICE

### Your Data Service features

3.1 Your Service:

- (a) requires that you set up a new or use your existing Telstra ID;
- (b) includes an allowance of data to use in Australia;
- (c) allows you to BYO device, a device under a Device Payment Contract, or purchase a new device outright;
- (d) allows you to add on extras; and
- (e) Includes data sharing, with up to 10 upfront mobile or data plans on your account.

3.2 Your Service comes with the features and inclusions as set out in your Critical Information Summary

3.3 Your Service, and the allowances included with your service, are for personal use in a tablet or mobile broadband device only.

## 4 NETWORK OPTIMISERS

4.1 A Speed Optimiser or a Latency Optimiser is available to add on to Small, Medium, Large and Bundle Upfront Data Plans. The Speed Optimiser and the Latency Optimiser are collectively referred to as **Network Optimisers** below.

	Small	Medium	Large	Bundle
Monthly charge for a Network Optimiser	\$10/mth	\$10/mth	\$10/mth	\$10/mth
Minimum Term	1 month	1 month	1 month	1 month

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	A Network Optimiser will stop working once you exceed your monthly data allowance. This means once you exceed your monthly data allowance, your speeds will still be capped at 1.5Mbps for the rest of the month and slowed further in busy periods.
	For use in Australia.

- 4.2 You can only have 1 Network Optimiser on your service at any time. You can switch between Network Optimisers once per monthly payment cycle.
- 4.3 Network Optimisers are compatible with Telstra sold 5G and 4G (Category 6 or higher) mobile broadband devices that are supported on LTE-Advanced technology. The chosen Network Optimiser may not work properly on other devices.
- 4.4 Network Optimisers only operate when you are on the 4G/5G network in Australia. They do not operate when you are on the 3G network or when you are connected to Wi-Fi.
- 4.5 Network Optimisers will not increase your network coverage.

### Speed Optimiser

- (a) The Speed Optimiser prioritises your connection with the Telstra mobile network, helping to improve download speeds for high-bandwidth tasks in busy areas or during times of peak usage. Your optimised connection should not have a noticeable effect for Customers on our standard plans without Mobile Speed Optimiser.
- (b) You will receive access to on-demand daily reporting through the My Telstra App on the average speeds you receive with the Speed Optimiser compared to the average user in similar network conditions without the add-on.
  - (i) Reports will only be available for 4G and 5G network usage.
  - (ii) Reports may take up to 24 hours to be available.
- (c) Speed Optimiser is ineligible for services with an active Latency Optimiser add-on.
- (d) Having a Speed Optimiser does not guarantee an increase in your upload/download speeds. Your experience may vary due to a range of factors such as congestion, location, distance from the base station, local conditions, the device you're using, hardware and software configuration, download source and upload destination.
- (e) The Speed Optimiser will not provide a benefit during tasks that require low bandwidth such as email and web browsing, or in times of low network traffic.

### Latency Optimiser

- (f) The Latency Optimiser optimises the connection between your mobile broadband device and the Telstra mobile network for network traffic that uses the User Datagram Protocol (UDP) to help reduce latency and lag.
- (g) Latency Optimiser only works on online competitive and multiplayer games that use UDP.

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- (h) You will receive access to on-demand daily reporting through the My Telstra App on the percentage of optimised network traffic compared to unoptimised network traffic.
  - (i) Reports are only available for 4G and 5G network usage.
  - (ii) Reports may take up to 24 hours to be available.
- (i) Latency Optimiser is ineligible for services with an active Speed Optimiser add-on.

### Billing

- 4.6 The monthly charge for your chosen Network Optimiser (if applicable) is charged in advance, on the same day each month as your monthly payment date for your Upfront Data Plan.
- 4.7 Your Network Optimiser will continue on a month-to-month basis until you cancel it. You may cancel it at any time without any early termination charges. Cancellation will take effect at the time of cancellation and any upfront fees already paid will not be refunded.
- 4.8

## 5 INTERNATIONAL ROAMING

### What is International Roaming services?

- 5.1 International Roaming allows you to use your compatible device to make/receive calls, use data services and send/receive SMS and/or MMS overseas in eligible countries using an International Roaming Day Pass.
- 5.2 International Roaming will be automatically enabled on all mobile plans. You can disable your International Roaming in the My Telstra app (charges may apply outside of Australia).

### What is an International Roaming Day Pass

- 5.3 With an International Day Pass you get unlimited daily standard voice calls and SMS in all zones and a limited daily data allowance in Zone 1 and 2, for use in Eligible Countries (**Day Pass**) during a 24 hour period starting when the Day Pass is used on the service (**Day Pass Period**).
- 5.4 An applicable Day Pass charge is triggered when you use your eligible service overseas in an Eligible Country.

### Pricing

- 5.5 Each day a service is used in an Eligible Country, \$5 or \$10 will be charged to your account and the inclusions listed in the table below will be available for use that Day Pass Period.
- 5.6 An International Day Pass includes 1GB of data for use each day (AEST) when travelling in the Eligible Countries listed in the below table.

	<b>Zone 1</b>	<b>Zone 2</b>
	<b>\$5/day (AEST)</b>	<b>\$10/day (AEST)</b>
Data allowance for us in Eligible Countries	1GB/day	1GB/day
Duration	1 Day Pass Period	1 Day Pass Period
Excess Data Charge	\$10 per 1GB, valid for 31 days	\$10 per 1GB, valid for 31 days

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	<b>Zone 1</b>	<b>Zone 2</b>
	<b>\$5/day (AEST)</b>	<b>\$10/day (AEST)</b>
Eligible Countries	New Zealand	<a href="#">International Roaming - Telstra</a>

- 5.7 Unused data expires at the end of each Day Pass Period. If your daily data allowance of 1GB within the Day Pass runs out, you'll get a text with the option for a 1GB data top-up for \$10 that stays active for 31 days.
- 5.8 A standard number refers to local or international fixed-line and mobile numbers. Data usage is the amount of data you use to browse the internet, send and receive email and MMS, and use mobile apps.

### Usage

- 5.9 Your International Day Pass excludes the following usage:
- (a) Data used in Eligible Countries in excess of the Day Pass Allowance;
  - (b) data used while in Australia, while on airplanes or cruise ships, or in overseas destinations other than in the Eligible Countries; and
  - (c) Usage in countries that are no Eligible Countries.

### International Roaming Notification

- 5.10 We will send you notifications when you are overseas to:
- (a) remind you that you have activated your mobile device overseas, and that there may be delays in receiving data usage alerts;
  - (b) provide a telephone number that you can call us on when you are overseas (**Notification SMS**); and
  - (c) provide you a tax invoice for Day Pass or Data Pack charges that have been triggered and paid by your AutoPay method.
- 5.11 You will only be able to receive Notification SMS if you have a mobile device which is capable of receiving SMS.
- 5.12 We will send you Notification SMS when you connect your mobile device with one of our partner carrier network operators in each country you are roaming in. We will resend Notification SMS where:
- (a) you are in a particular country for more than 14 days (in which case we will resend Notification SMS every 14 days); or
  - (b) you are roaming in more than one country and return to a country where you have previously received Notification SMS (provided that you have not received Notification SMS for that country in the preceding 14 days).

## 6 GET HELP

### Replacement SIM cards

- 6.1 You can request a replacement SIM card if you need one in store or by calling us. We'll

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provide a new SIM card free of charge within Australia.

### Reporting Service faults

6.2 You can check the status of an outage online or report a Service fault to our 24-hour service.

### Repairing Mobile Network faults

6.3 We'll repair faults that occur on our mobile Networks and restore full service during standard business hours (8am-5pm Monday to Friday, except public holidays). We'll also aim for the following:

- (a) All faults: Provide after-hours maintenance where there are major Network outages (giving priority to outages), natural disasters, and any other special cases that we consider deserve after-hours maintenance.
- (b) Contact you every 48 hours with progress reports until the mobile services are restored.
- (c) Urban: Restore within two working days of being told about the fault
- (d) Rural: Restore within three working days of being told about the fault
- (e) Isolated areas: Restore within four working days of being told about the fault

### Blocking your handset

6.4 If your handset is lost or stolen, you can ask us to block it. Blocking your handset means people can't use it on our Network (other than calls to emergency services and certain customer service numbers).

6.5 We may block your handset if:

- (a) we reasonably think it is lost or stolen, or is threatening the integrity of our Network; or
- (b) we are requested to block it as part of the inter-carrier International Mobile Equipment Identity (IMEI) blocking initiative.

6.6 We may decide not to block or stop blocking your handset if you ask us, or if we believe there may be another handset with the same IMEI number we use to block and unblock your handset.

### Unblocking your handset

6.7 You can ask us to unblock the use of a handset:

- (a) if you believe that we may have blocked the use of a handset by mistake; or
- (b) where you recover a lost or stolen handset.

## 7 LEAVING

### You can transfer your mobile number out from us

7.1 If you choose to transfer your number to another mobile service provider on another

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network, we'll use reasonable efforts to transfer your number. Your Mobile Service and any extras will be cancelled once the transfer is complete.

### **Impact of cancellation on device repayments**

- 7.2 If your Service is cancelled, you must pay us the outstanding amounts for any connected Device Payment Contract for cancelled Services.
- 7.3 If you cancel because we make a more than minor detrimental change, you'll only need to pay out your device if it can be used with another provider (and any device discounts you've received will apply to that payment).
- 7.4 Where you are required to pay out your device, we will issue you with a bill for the amount payable, which you can pay using a payment method of your choice within 10 days. If you don't pay it within 10 days, then we will automatically deduct the amount owing from the bank account, debit card or credit card that you have nominated for your AutoPay payments.