# Things you need to know about your service

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



# A guide to the things you need to know

# We're here to help

#### What's it all about?

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

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

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

If you want to look at a full copy of Our Customer Terms, you'll find one at most Telstra stores or online at telstra.com/customer-terms. You can also check our pricing details online at telstra.com and the Critical Information Summary included in the Welcome Pack.

#### Here's how to get in touch

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

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

#### Reporting faults

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

- 13 3933 for broadband customers
- 13 2203 for home phone and mobile customers.

#### Marketing

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

For information on how we handle your personal information, refer to our Privacy Statement as set out in this brochure, or

- view our Privacy Statement online at telstra.com/privacy; or
- call 1800 039 059 between 9am and 5pm, Monday to Friday.

#### Other formats/languages

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

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

# Fixed, mobile and Mobile products internet products and services and services

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# Fixed, Mobile and Internet Products and Services

Important information about Our Customer Terms.

#### The services that are covered

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

#### When we can change Our Customer Terms

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

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

#### Maintaining and repairing equipment

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

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

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

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

### Our customer service commitment for mobile services

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

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

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

#### Our charges

Each plan has different fees and charges, minimum term (typically month-to-month, 12 months or 24 months) and extra features. Some are only available to certain customers. Some are only available to certain customers.

The OCT sets out the current charges for our services. A summary of these charges is also covered in the Critical Information Summary in the Welcome Pack. If you'd like more details about our charges, visit telstra.com/customer-terms

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

#### Getting your bills

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

You can choose to get:

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

You may also be able to get a Single Bill combining your Telstra services on the one bill. Your plan may require paperless billing. If it does, \$2.20 charge will be applied a month in arrears if you receive a paper bill. Some exemptions apply. To set up Email Bill, or to find out more, visit telstra.com/emailbill.

#### Paying your bills

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

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

To find out more about Direct Debit payments and how to register for them, go to **telstra.com/directdebit** or call us on 13 2200. You can also read our Direct Debit Service Agreement in the Direct Debit section of this brochure, starting on page 16.

Your plan may require electronic payment. If it does, a \$1.00 charge will be applied a month in arrears if you make a bill payment in person or via mail. Some exemptions apply. To set up Direct Debit or for information on other bill payment options, visit telstra.com/billpay

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

If we don't receive your payment by the due date on your bill, or your cheque or Direct Debit payment is dishonoured, we may:

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

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

You can find out more about the ways we can help you stay in touch in difficult circumstances at telstra.com.au/accessforeveryone

#### Transferring to the nbn™ network

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

#### Cancelling or suspending a service

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

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

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

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

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

#### Repairs and faults

Our phones come with statutory guarantees and other rights that can't be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and, in some circumstances, refunds. You won't be required to pay the monthly spend for your service while your phone is being repaired or replaced, unless you have received a loan phone.

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

#### Advance payments

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

#### **Priority Assistance®**

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

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

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

#### **Complaints**

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

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

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

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

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

#### **Our Privacy Commitment**

Privacy matters to us and we know it matters to you.

We provide a wide range of products and services and to do this we need to collect, store, use and disclose a wide spectrum of information.

But don't worry. We are committed to protecting your privacy, keeping your information safe and ensuring the security of your data.

#### **Our Privacy Statement**

Our Privacy Statement explains how we collect, use and protect your information. It applies to all the businesses in the Telstra Group including Telstra Corporation Limited. It extends to both our control and processing of personal information. It also incorporates our Credit Reporting Statement.

This current policy came into effect at 1 June 2017. We may need to update it over time but if we do, we'll post the updated version on our website (telstra.com.au/privacy).

#### What information do we collect?

The types of information we collect depends on how you use our products and services as well as the relationship we have with you as a customer. This can include straightforward information like your name, date of birth, contact details (including address, email address, phone number or mobile telephone number), occupation, driver's licence number, Telstra PIN, username or password and financial information (such as credit card or bank account numbers).

We may also collect more in-depth information including:

- Billing and Credit Information related to your financial relationship with us, such as your payment history, your credit history, and your service history. For more details, see the section on Credit Reporting below.
- Information about your products and services including device-specific information such as your hardware model, operating system version, unique device identifiers, device status, serial numbers, settings, configuration and software and mobile network information.
- Information about how you use your products and services such as:
  - Your network usage including time and duration of your communications as well as about the operation of the equipment, services and applications you use on our networks
  - How you use our internet services, such as information about websites visited
  - Your location when you are using our products and services
  - Information that allows us to identify you for verification purposes including biometric information like your fingerprints and voice patterns
- Technical Information about your products and services including details about our network performance including information about how you use our networks

Sensitive information includes information about a person's race, ethnic origin, political opinions, health, religious or philosophical beliefs and criminal history. We may collect some forms of Sensitive Information. For example we may collect limited health information to provide priority assistance services or a Centrelink customer reference number to provide you with a pensioner discount. We are subject to strict requirements in relation to sensitive information including to only collect and use sensitive information with consent or otherwise in accordance with applicable law such as the Privacy Act 1988.

You might also need to provide personal information about other individuals to us (e.g. about your authorised representatives). If so, we rely on you to have informed those individuals that you are giving their personal information to us and to have advised them about this statement.

#### How do we collect your information?

There are three ways that we can collect your information.

- 1. You give it to us when you or your representatives interact with either us or one of our trusted partners. This might happen when you're setting up an account with us or using one of our products or services.
- 2. We collect information when you use our networks, products and services including our call centres and online services. For example, we may use network tools to collect your call records, collect wireless device locations from our networks and your devices or use cookies and other technologies to identify your unique web browser.
- 3. We obtain information from outside sources like credit reports, marketing mailing lists, and public information, (including public posts to social networking sites) and commercially available geographic and demographic information. This can also include

information gained from our partners if you've interacted with them. These partners include our business and commercial partners, credit reporting bodies and wholesale and other customers.

We understand that you might not want to give us particular information about you. Just know that it may lead to us not being able to provide you with the products or services you need, or the level of service on which we pride ourselves.

#### How do we keep your information?

We may store your information in hard copy or electronic format, and keep it in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

We use a combination of technical solutions, security controls and internal processes to help us protect your information and our network from unauthorised access and disclosure.

#### How do we use your information?

We may use and disclose the information for a wide range of purposes including:

Administration – Your information helps us to properly manage the products and services we provide to you and to maintain and update our records. For example, we need to be able to verify your identity to detect, prevent and address fraud, security or technical issues. We also use your information for charging and billing.

Communication – We need to be able to communicate with you in order to provide you with our products and services. We might do this on different types of mediums such as email, SMS, social media, search engines and web pages you may visit. This helps us enhance your experience with our products and services.

Improvement – We're constantly working to not only maintain and improve our products and services but to develop new ones. We use information we hold to help us do this in a number of ways. For example to monitor network use, quality and performance, and to operate, maintain, develop, test and upgrade our systems and infrastructure. We may also combine information from one service with information from one of our partners' services.

Development and Analysis - It's important we understand your information and communication needs. One of the ways we do this is through using analysis business intelligence techniques. This gives us high level insights into things like usage patterns, network performance, demographic trends and other types of behavioural data. In many cases this information is aggregated and deidentified when analysed. We may share these anonymised insights with select partners. In some cases we may create insights with your information on an identified basis but in those cases we would need to do so with your consent or otherwise comply with privacy laws.

Direct Marketing – We want to make sure that you know about all our products, services and special offers that are relevant and are of interest to you. So sometimes we may use the information we hold to market and promote them directly to you. This may also include products, services and offers provided by one of our trusted partners. In some cases this marketing activity can continue after you've stopped using our products or services, and until you opt-out. You can stop us using your information for direct marketing by calling us on 1800 039 059 or updating your preference by logging into your 'My Account' online.

Compliance – There are a number of circumstances where we are required or authorised by law to collect, use or disclose information. These include:

- As required or authorised by legislation (for example under the Telecommunications Act 1997 (Cth) and the Telecommunications (Interception and Access) Act 1979 (Cth) including the data retention provisions).
- To produce and distribute an alphabetical public number directory (known as the White Pages) in compliance with our Carrier Licence Conditions.
- As required by or in accordance with any industry code or industry standard registered under the Telecommunications Act 1997 (Cth).
- When we need to undertake identity checks for pre-paid public mobile telecommunications services under the Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2013.

#### When do we share your information?

We may share your information with third parties who provide services to us, including organisations and contractors that assist us with providing our products and services. These services include:

- customer enquiries and support services
- installation, maintenance and repair services
- mailing operations, billing and debtrecovery functions
- information technology and network services
- market research, marketing, telemarketing and door-knocking services
- development, analysis and business intelligence functions.

We may also disclose your information to:

- your authorised representatives or advisers, or when you ask us to do so
- credit-reporting bodies (for more information see the Credit Reporting section below) and fraud-checking agencies for identity checking and credit related purposes such as creditworthiness, credit rating, default listing, credit provision and financing. These include:
  - Veda Advantage Information Services and Solutions Limited
  - Dun and Bradstreet (Australia) Pty Ltd
  - Experian Australia Credit Services Pty Ltd
- our dealers, our related entities or our business or commercial partners and other businesses we work with
- other telecommunication and information service providers or to our wholesale and other customers from or through whom you may acquire products or services
- the manager of the Integrated Public Number Database (IPND), and other organisations as required or authorised by law (please see acma.gov.au for more information).
- the Government's National Document Verification Service, to verify the validity of any Government issued documentation you provide as proof of identity ie: to check a Drivers Licence, Medicare, Passport etc.
- law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law
- third parties who assist us in managing or developing our business and corporate strategies and functions, including our corporate risk or funding functions
- our contractor, Sensis, to enable us to meet our Carrier Licence Conditions to produce and distribute an alphabetical public number directory (known as the White Pages). Note, if you have requested a silent line number your number won't be published in the White Pages.

- third parties as required by or in accordance with any industry code or industry standard registered under the Telecommunication Act 1997 (Cth)
- government agencies for purposes associated with connecting new services to the National Broadband Network
- and for the purposes of facilitating or implementing a transfer/sale of all or part of our assets or business.

In some cases, the organisations that we may disclose your information to may be based outside Australia. For example, we may share your information with our third parties in Canada, Chile, China, Hong Kong, countries within the European Union, India, Japan, Malaysia, New Zealand, Philippines, Russia, Singapore, South Africa, South Korea, Sri Lanka, Taiwan and the United States of America.

#### **Credit Reporting**

Sometimes, such as when we're checking your credit worthiness or assessing your credit situation, we might collect information from or give information to credit reporting bodies. This information can include:

- identification information
- details about information requests made about you to credit reporting bodies
- current and historical details about credit applications you have made and credit arrangements you have entered into
- information about overdue payments, default listings and about serious credit infringements and information about payments or subsequent arrangements in relation to either of these
- various publicly available information like bankruptcy and credit-related court judgements; and
- credit scores or risk assessments indicating an assessment of your credit worthiness.

This information relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data that we receive from a credit reporting body. Sometimes we may collect this information about you from other credit providers.

We may disclose your credit information to credit reporting bodies. They in turn may include it in credit reporting information they provide to other credit providers to assist them to assess your credit worthiness.

We may use or disclose such information for purposes such as:

- processing credit-related applications and managing credit that we provide
- assisting you to avoid defaults
- collecting amounts you may owe us in relation to such credit and dealing with serious credit infringements
- assigning our debts
- participating in the credit reporting system
- dealing with complaints or regulatory matters relating to credit or credit reporting
- when required or authorised by another law.

You have the right to request credit reporting bodies not to:

- use your credit eligibility information to determine your eligibility to received direct marketing from credit providers; and
- use or disclose your credit eligibility information if you have been or are likely to be a victim of fraud.

### How you can access or correct your personal information

To ensure that we're able to provide you with the best products and services possible, it's important that you make sure the personal information we hold for you is accurate, upto-date and complete. If any of your details change you can contact us using the contact details below (find them in the how to contact us section) so that we can consider and respond to your request. There is no charge to submit a request or to correct information, however we may apply an administrative charge for providing access to your personal information on request.

#### How you can make a privacy complaint

You can also use our contact details to notify us of any privacy complaint you have against us. We are committed to acknowledging your complaint in a prompt manner and will give you an estimated timeframe for when we will respond to your complaint.

If your complaint is in relation to a credit reporting issue we will acknowledge your complaint in writing as soon as practicable within 7 days. We'll aim to investigate and resolve your complaint within 30 days of receiving it. If we need more time, we will notify you about the reasons for the delay and indicate a new estimate time frame. We may need to consult with a credit reporting body or another credit provider to investigate your complaint

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

#### How to contact us

If you have any questions in relation to this Privacy Statement, our management of your information or you would like a copy of this statement sent to you, please call us on 1800 039 059 or email us at privacy@online.telstra.com.au.

If you'd like this statement on CD or in Braille please call Telstra's Disability Enquiry Hotline on 1800 068 424. The office hours are Monday-Friday 8am to 5pm EST. You can also download a pdf copy of this statement on our website, at telstra.com.au/privacy.

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

This direct debit service agreement and your direct debit payment application (together, the direct debit agreement) will establish the terms and conditions of your direct debit service agreement. It will replace all previous agreements relating to direct debit service for the Telstra accounts you nominate in your direct debit payment application.

For the purposes of this direct debit agreement, payment means the direct debit bill payment methods.

#### Who can make direct debit payments?

You can pay your bill by direct debit if you have your fixed, mobile or single bill account with us, or if you are a broadband customer with a 13-digit account number.

#### Eligible payment methods

You can make direct debit payments from an eligible cheque or savings account, debit card or credit card.

We accept the following credit and debit cards:

- Credit cards: Visa, Mastercard, American Express and Diners; and
- Scheme Debit Cards: These are debit cards bearing the Visa or MasterCard logo.

Your card or account must be with an Australian bank, Building Society or Credit Union. However, direct debit may not be available on all types of cards or accounts. Please ensure that your financial institution can support direct debit on your nominated card or account before proceeding with your direct debit payment application.

If you set up a direct debit using an eligible card, we will validate your card details with your card provider by processing a preauthorisation transaction for \$1.

#### Changes to payment methods

If your financial institution branch number (BSB), account number, credit card or debit card details including account number, type or expiry date change, please contact us on the bill enquiries number listed on your bill to let us know at least three business days before the direct debit deduction date.

#### **Direct debit options**

If you choose:

- Direct Debit Automatic, the full amount of your bill will be automatically deducted from your nominated card or account on the payment due date stated on your bill.
- Direct Debit Automatic with Cap, you set the maximum amount (cap) to be deducted each month from your nominated card or account. The cap must be at least \$50:
  - Where the amount on your bill exceeds your cap, only the cap amount will be automatically deducted from your nominated card or account on the payment due date stated on your bill. You will need to make alternative arrangements to ensure that we receive payment of the balance of your account by the due date on the bill.
  - Where your cap is greater than the amount on your bill, the full amount on your bill will be automatically deducted from your nominated card or account on the payment due date stated on your bill.

• Direct Debit Fixed Payment, you set the amount to be deducted from your nominated card or account on a fortnightly or monthly basis. The minimum amount for a fixed payment is \$20. You must ensure that your payments cover the balance of your account by the due date on your bill.

Direct Debit Automatic will only operate when your account has a \$0 outstanding balance. If you have an overdue balance or if your account is in credit, a payment will not be debited from your account until you have paid the overdue amount or used up that credit.

Direct Debit Fixed Payments will operate when your account is in credit or has an outstanding balance.

#### Setting up a direct debit

You can set up a direct debit:

- via My Account or the Telstra 24x7 app; or
- by calling us on the bill enquiries number listed on your bill.

If you set up a direct debit via My Account, the Telstra 24x7 app or calling us, this will be processed within 24 hours.

If your bill is due before your direct debit set up is processed, you will need to make alternative arrangements to pay that bill.

#### Credit card payment processing fees

If you have a 13-digit account number who are on a fixed, mobile or single bill account, direct debit payments made from a credit card will not incur a payment processing fee.

If you have a 9-digit or 10-digit account number a credit card payment processing fee will apply.

A credit card payment processing fee will also apply if you make manual payments from your credit card.

Any payment processing fee incurred will be charged on your next bill. Some exemptions may apply. Please visit telstra.com.au/support/category/account-billing/paying-my-bill/bill-payment-processing-fee or call 1800 686 662 for current rates and further information.

#### Late payment fees

If we do not receive your payment by the due date stated on your bill we may charge you an administrative fee of \$15 (late payment fee) if the amount outstanding on your bill is \$70 or more.

If your direct debit payment date falls on a non-business day, please check with your financial institution or payment service provider about payment processing times, as these may affect when we receive your payment.

## What happens if you don't have sufficient funds in your account?

You must ensure that you have sufficient funds in your nominated card or account to pay your agreed payment amount. If you don't have sufficient funds in your card or account on the direct debit deduction date:

- you may be charged a fee and/or interest by your financial institution;
- you will also incur a standard dishonour fee imposed by us. The amount of the fee can be obtained by calling 1800 686 662; and
- you must arrange for the payment to be made by another method.

# Your right to cancel or change your direct debit agreement

You can cancel or change your direct debit agreement by:

- calling us on the bill enquiries number listed on your bill; or
- via My Account or the Telstra 24x7 app.

Make sure that you request the change or cancellation at least three business days before the due date of your payment to allow sufficient time to process the change.

### Our right to cancel your direct debit agreement

We may cancel this direct debit agreement at any time, including if one or more of your payments are dishonoured or rejected by your nominated financial institution.

If we cancel this direct debit agreement where your payments are dishonoured or rejected, or we have a reasonable suspicion that fraudulent information has been provided in relation to your direct debit agreement, we will notify you in writing. If we cancel this direct debit agreement for any other reason, you will receive notice from us in writing 30 days before the cancellation.

Where we cancel this direct debit agreement, you will need to arrange an alternative method of payment to pay your bill.

# Our right to change these direct debit agreement terms

We may change the terms of this direct debit agreement as follows:

- If the change will benefit you or is of neutral impact on you, we can make the change immediately and are not required to notify you;
- If the change is required by law, or it is necessary for security reasons, to prevent fraud or for technical reasons, we will try to give you 3 days prior notice of the change;
- If we reasonably consider that the change will have a major negative impact on the majority of our customers using this payment arrangement or on a specific class of customers who use this payment

- arrangement in a particular way (and you are one of this class), and the change is not an urgent change as described above, we will give you at least 30 days prior notice of the change; and
- If we reasonably consider that the change will not have a major impact on the majority of our customers using this payment arrangement or on a specific class of customers who use this payment arrangement in a particular way, and the change is not an urgent change as described above, we will give you at least 14 days prior notice of the change.

### Correspondence relating to your direct debit account

All correspondence relating to this direct debit arrangement will be forwarded to the address of the account holder.

You must provide us with accurate account details to process your direct debit.

#### **Protecting your privacy**

We may use and/or disclose your information to your financial institution in order to process payments, to investigate any possible incorrect payment or in the event of a dispute.

For more detailed information about how we collect, use and disclose your personal information refer to our Privacy Statement (including Credit Reporting Policy) at telstra.com.au/privacy.

#### **Disputes**

If you have a dispute regarding your direct debit arrangement please contact us on the bill enquiries number listed on your bill.

If your dispute relates to a payment already made, you may not have access to those funds during the resolution of the dispute.

# 02

# Mobile products and services

Other important information about our mobile services.

#### **Phone numbers**

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

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

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

#### Unauthorised use of your phone

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

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

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

#### Lost, stolen or damaged phones

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

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

#### **Our FairPlay Policy**

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

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

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

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

#### Our service standards Network coverage

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

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

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

#### Repairing faults and maintenance

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

#### What your mobile service includes

Your Telstra mobile service includes:

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

Your service may also include access to mobile data services if you have a compatible phone or device. Your mobile plan may include a set amount of data per billing cycle.

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

#### What equipment can I use?

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

#### Mobile MessageBank® service

Your mobile service will include our mobile MessageBank service. You can find out more about this in our MessageBank user guide. If you do not wish to have an active MessageBank, you can set up your phone so that it doesn't divert unanswered calls to MessageBank, or you can call us and have your MessageBank switched off. If you have a post-paid mobile service, we can also cancel your MessageBank if you don't use it for six months or more.

#### Voice2Text®

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

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

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

#### **International Roaming**

Your new mobile services have International Roaming already activated (unless you're recontracting with your existing number, or have chosen to opt out). You'll have to pay us charges for using the service plus any fees charged by the overseas phone companies. International Roaming isn't available in all countries and charges may be significantly higher than national call charges. If you wish to opt out, you can deactivate International Roaming online via My Account or Telstra 24x7 App, or by calling us on +61 439 125 109. Alternatively, you can deactivate International Roaming through Telstra's self care tools, including;

My Plan Manager, My Account and the Telstra 24x7 App. If you use your service overseas we will send SMS usage alerts, if your device is capable of receiving SMS, and also provide spend management tools to help you monitor your usage free of charge. For more detail and options to monitor International Roaming usage visit telstra.com/manageirusage

#### **Short Message Service (SMS)**

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

#### Multimedia Messaging Service (MMS)

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

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

Under Our Customer Terms, you're responsible for any MMS content you send. Our FairPlay Policy applies to all MMS usage. We'll take reasonable steps to deliver MMS messages sent from your mobile phone, however, subject to your non-excludable rights under consumer protection laws, we don't guarantee delivery or the image quality of your media messages and we're not responsible for any loss or damage suffered because of failed delivery or poor image quality, unless you have rights for compensation under your non-excludable rights under consumer protection laws.



Sometimes, technical, network or other difficulties may stop a message from being delivered despite our reasonable efforts. However, you must pay for every MMS sent from your phone, whether it's delivered or not.

#### Content, premium SMS and barring

The range and type of content you'll be able to access via BigPond Mobile services, MMS and premium SMS services will depend on your phone and network coverage being suitable.

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

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

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

#### Complaints about premium services

Any complaint you wish to make about premium SMS services should first be made to the third party provider. The provider's contact details should be on your Telstra bill.

Otherwise, you can visit 19SMS.com.au then enter the provider's 19 number into the '19 Service Finder' tool. If the provider can't resolve your complaint, you may take it to the office of the Telecommunications Industry Ombudsman. Their contact details are in the White Pages®.

#### Barring premium service

Barring PSMS services on your mobile means you won't be able to receive, be charged for or use these services. Barring doesn't apply to PMMS as we don't currently deliver any.

There's no charge to activate barring and it won't restrict your access to other services. To arrange barring or if you'd like information about other options (like setting spending limits), call us on 13 2200 and say "premium SMS" or go to service.telstra.com.au/general/sms-barring

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

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

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

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

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