



4. General Terms

- Telstra's Our Customer Terms apply to all Telstra services relevant to this application.
- We may vary Our Customer Terms as set out in the Booklet.
- If you use a service feature (for example text, WAP, GPRS), you do so on the terms of that service feature and must pay all applicable charges as set out in Our Customer Terms.
- Your Ultimate Plan is only available with other Telstra mobile offers or promotions that we specify.

5. Privacy

Please read our Privacy Statement "Protecting Your Privacy" available at www.telstra.com.au/privacy/privacy_statement.html

The Booklet contains the Privacy Statement that is current as at the date of printing the Booklet. The Privacy Statement describes how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information. You agree to the collection, use and disclosure of your personal information in accordance with the Privacy Statement.

You also agree that we may, subject to the Privacy Act 1988 (Cth):

- (a) Disclose information about you (including information about the conduct of your account and information in this form and any application for additional services) to a credit reporting agency to obtain and maintain credit information about you, to another credit provider, and/or a collection agent to collect overdue payments owed by you and to notify defaults by you; and
- (b) Obtain and use information about your creditworthiness (including a consumer or commercial credit report) from a credit reporting agency, credit provider or other business that reports on creditworthiness for the purpose of assessing an application (including this application and any application for additional services) or collecting overdue payments. In this section 5, "you" and "your" refers to you and your Authorised Signatory (if applicable).

6. Goods and Services Tax

All amounts include GST (if any). If the GST law changes after the date of your contract any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

Telstra Corporation Limited ABN 33 051 775 556.



Member and Phone Plan Ultimate

Available between 20 January 2009 – 19 April 2009

Terms and Conditions

1. Acceptance

It is important that you read these terms and conditions, our "What you need to know when signing up" Booklet ("Booklet") and any relevant pricing brochures which apply to your mobile plan and include requirements to pay charges and other terms limiting your rights and our liability in some cases.

By activating you Telstra mobile service, you confirm that:

- a) You wish to be bound by these terms.
- b) We may collect, use and disclose personal, and credit information about you as set out in the Booklet.
- c) Any disclosure of information about the way you use your Telstra service, including call spend, by us to the dealer has been made with your permission.
- d) Telstra Mobile MessageBank is a feature of your Telstra mobile service. International Roaming may also be given to you as part of your service. You acknowledge you will be charged for retrieval of messages from MessageBank and if you make or receive calls overseas as set out in Our Customer Terms.
- e) You acknowledge that if you have agreed to have access to Deluxe (18 plus) services, as this is an age-restricted service, you warrant that the Applicant is 18 years of age or older.
- f) If you do not wish to have MessageBank (including call diversions), International Roaming or any other feature, you will ask us or refer to your Booklet for instructions.
- g) All information provided by you is correct. If you are not the Applicant, you warrant that you are authorised to accept these terms and conditions on behalf of the Applicant.

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h) You may be able to use your Telstra mobile service to buy goods, services or content from a third party. If you do so, we will debit the charges from your Telstra mobile account. If you do not pay that amount to us when due, this may result in the Telstra service being cancelled and/or the payment of a late/administration fee.

i) We may vary Our Customer Terms in the ways set out in the Booklet, which may result in changes to terms and pricing.

2. The Plans

(a) Payment

You must pay us the Total Minimum monthly spend each month for your selected plan and for your contract term and any additional or non eligible call charges and for other services you have used. You must also pay us the specified amount for your handset (if any) which will appear on your bill each month.

(b) Plan Details

	Member Plan Ultimate	Phone Plan Ultimate
Minimum monthly access spend	\$140	\$140
Minimum monthly Browsing Pack spend	\$10	\$10
Total Minimum monthly spend	\$150	\$150
Monthly included allowance for eligible calls / text*	\$1500	\$1500
Monthly included data allowance*	150MB	150MB
Monthly Member Credit	\$20	N/A
Contract Term (months)	12 or 24	24
Voice call rate to fixed or mobile phones in Australia**	18c	18c
Voice calls – national connection fee (per call)	27c	27c
Text messages to mobiles in Australia^	25c	25c

* Unused allowance expires monthly

** Per 30 second block (or part)

^ Per message sent up to 160 characters, per recipient

(c) Eligible calls

Most national direct dial voice calls (which include calls to fixed and mobile numbers in Australia), some '12' and '13' calls, national mobile originating text, MessageBank diversion and retrieval charges and any other calls determined as eligible by us.

Some call types are not eligible call such as video calls, data calls, premium number calls such as '19xx', '13xx' and Premium SMS, international text, operator assisted calls, picture and video messages, calls made and received while overseas and Push To Talk calls. See Our Customer Terms for full list of excluded calls and relevant charges which may apply for excluded calls. You must pay for any calls that are not eligible calls.

(d) Changing your plan

During your Contract Term:

- If you move to another plan you may need to pay an early termination charge ("ETC"), a \$50 administration fee and/or restart your Contract Term. You should check the Telstra Mobile section of Our Customer Terms for details.
- You may deactivate your Telstra mobile service, or terminate your plan at any time during your Contract Term. However, if you do so (other than due to our material breach) or we terminate your plan because of your material breach or exceptional circumstances (such as your excessive or unusual use, you become bankrupt or we reasonably consider you pose an unacceptably high credit risk) we may charge you an ETC.
- The ETC is calculated as follows:

ETC Payable =

$$\frac{\text{Base ETC} \times \text{number of months (or part thereof) remaining in contract term}}{\text{Total number of months in the contract term}}$$

The Base ETC for Member Plan Ultimate is set out in Table 1 and for Phone Plan Ultimate in Table 2.

Table 1

Member Plan Ultimate	Base ETC (incl. GST)
12 Month Plan	\$700
24 Month Plan	\$1,400

Table 2

Phone Plan Ultimate	Base ETC (incl. GST)
24 Month Plan	\$2,500

The applicable Base ETC may be less depending on the handset you select.

Please contact Telstra or your dealer for the amount of the ETC payable under your plan.

(e) End of Contract Term

At the end of your Contract Term, your service will remain on your Mobile Plan with your Bonus Option except that if you are a Member Plan Ultimate customer, you will not receive the Monthly Member Credit.

If your Mobile Plan or Bonus Option is no longer available we may roll your service/Bonus Option over to any other plan or Bonus Options we consider is reasonably comparable and will tell you before this happens.

(f) Bonus Option

You will receive free of charge each month the first 50 text messages to a mobile on any network in Australia.

You cannot choose any other Bonus Option. If you vary your Bonus Option, it will be removed from your account and the above Bonus Option will be reapplied.

Terms and Our FairPlay Policy apply as set out in Our Customer Terms to use of the Bonus Option.

(g) Browsing Pack

You must maintain an eligible Browsing Pack throughout the term of your contract (min \$10 Browsing Pack). If you remove a Browsing Pack from your account, a \$10 Browsing Pack will be reapplied to your service.

(h) Monthly Credit

As a Member Plan Ultimate customer, you will receive a Monthly Credit of \$20 each month for the duration of your contract term.

3. Mobile Repayment Option ("MRO")

You may be eligible for an MRO when you take up a Member Plan Ultimate. If you cease to be connected to the Member Plan Ultimate for your MRO, before the expiry of the MRO Term, we may direct you to repay the balance of the Mobile Repayment Amount, as well as any other amounts payable to us.

If you do not repay the Mobile Repayment Amount when due, we may suspend or terminate your Telstra mobile service or account but will tell you beforehand.