

1. ELIGIBILITY

To be eligible for the Corporate Staff Mobile Plan Discount (“Discount”) You must be employed under a permanent full time or part time contract of service by an Eligible Employer at the time You apply for the Discount.

Telstra may suspend or remove the Discount at any time if it receives information that You were ineligible for the Discount at the time You applied for it. Telstra will tell You before this happens.

If You change Your employer or Your employment status during the Term, You will continue to receive the Discount for the Term.

2. CORPORATE STAFF MOBILE PLAN OFFER

If we accept Your application for the Discount:

(a) The Discount will apply for the Term to Eligible Call Charges made from up to two Eligible Mobile Services nominated by You to receive the Discount. If You include more than two Eligible Mobile Services on an account receiving the Corporate Staff Mobile Plan Discount, the Discount won't apply to any of Your Eligible Mobile Services.

(b) After the Term, all calls will be charged in accordance with the standard rates for Your Eligible Mobile Services. If the Discount is still offered by Telstra, You may re-apply for the Discount but will need to re-establish Your eligibility.

3. PRIVACY CONSIDERATIONS

Please read Telstra's "Protecting Your Privacy" statement carefully. It summarises how Telstra and its related companies will collect, use and disclose Your personal information (including for marketing to You) and Your rights in relation to accessing and correcting that information. In addition, You agree that we may, subject to the provisions of the Privacy Act 1988 (Cth) in force from time to time:

(a) disclose information about You, this application, (including information contained in any application for additional services and information relating to the conduct of Your account) to a credit reporting agency for the purpose of obtaining and maintaining a credit information file about You, and to another credit provider or a collection agent for the purpose of collecting overdue payments relating to credit owed by You and notifying 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.

4. GOODS AND SERVICES

Where GST is imposed on any supply made to You under the Corporate Staff Mobile Plan Offer and the consideration payable for the supply is not

expressed to be inclusive of GST, You must pay, in addition to any GST exclusive consideration payable for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set-off) by the prevailing GST rate. Any amount of GST payable by You on a supply (including in circumstances where the consideration is expressed to be inclusive of GST) is payable upon demand whether such demand is made by means of a tax invoice or otherwise. You will be provided with a tax invoice for any taxable supply made to You under the terms of this application.

6. TERMS AND CONDITIONS

The Discount is supplied on these terms, and the terms in the Telstra Mobile Offers Booklet and Our Customer Terms. The Telstra Mobile Offers Booklet and Our Customer Terms contain terms which impose further obligations on You, including requirements to pay charges and other terms which limit Your rights and Telstra's liability in certain circumstances. You may view Our Customer Terms at <http://www.telstra.com.au/customerterms>.

Telstra's Our Customer Terms (as amended by Telstra from time to time) apply to the provision of all Telstra mobile services relevant to this application.

The Discount is not available with other offers unless Telstra specifies otherwise.

7. OUR RIGHT TO CHANGE THESE TERMS

We may change the terms of the Corporate Staff Mobile Plan Offer by obtaining Your consent or complying with this clause. The steps we have to take depend on the type of change.

Changes that benefit You

If the change will benefit You, we can make the change immediately and are not required to notify You.

Urgent changes

If the change is required by law or is necessary for security reasons, to prevent fraud or for technical reasons, we will try to give 3 days prior notice of the change. Sometimes, due to the nature of the change, we may not be able to give 3 days prior notice but we will give as much notice as we reasonably can.

Changes that have a major negative impact

If we anticipate that the change will have a major negative impact on You and the change is not an urgent change, we will:

- (a) give at least 30 days prior notice of the change; and
- (b) take reasonable steps to appropriately offset the impact of the change for You.

The steps we take will vary depending on the circumstances but could include providing You with a credit or rebate or allowing You to cancel this contract on fair terms in the circumstances.

Other changes

If we anticipate that the change will not have a major negative impact on You and the change is not an urgent change, we will give at least 10 days prior notice of the change.

Form of notice

We may notify You of changes via the following means: SMS, bill message, bill insert, direct mail, email or public notice.

DEFINITIONS

- “Discount” means the discount to be applied to the Eligible Call Charges as agreed between Telstra and the Eligible Employer and separately notified to You.
- “Eligible Call Charges” means the charges for national direct dial voice and data calls made from Eligible Mobile Services on an account receiving the Discount, as amended by us from time to time, including call connection fees, but does not include the cost of any international roaming calls and overseas network charges, calls to numbers beginning with ‘12’ (and other Sensis operator assisted information and connection charges), third party charges (for example, charges incurred from other businesses for entering competitions and downloading ringtones, icons and games, or purchasing goods or services) or monthly access charges.
- “Eligible Employer” means a company, which has agreed with Telstra that its full and part time employees will be offered the Corporate Staff Mobile Plan Offer.
- “Eligible Mobile Services” means services connected to a Telstra Member Plan, Casual Plan or Phone Plan (available from 8 September 2004) or any other plan as determined by Telstra and excludes Telstra Business Mobile Plans. Any Eligible Mobile Service which You nominate for the Discount is not eligible for inclusion in the Telstra Rewards Option package. Any Eligible Mobile Service which You previously nominated for inclusion in a Telstra Rewards Options Package cannot be nominated for the Discount while it is included in a Telstra Rewards Option Package.
- “GST”, “tax invoice” and “taxable supply” each has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- “Term” means 24 months from the date on which Telstra accepts your application for the Discount.
- “You” means either a customer who has connected, or applies to connect, to the Corporate Staff Mobile Plan Offer.