

Terms and Conditions

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Optus Mobile Pty Limited ABN 65 054 365 696 (we) will provide to you the Optus Digital Mobile Service (the service) on the terms of the standard form of agreement (the agreement) for Small or Medium Enterprise customers for that service, unless you have entered into a written agreement with us (in which case the terms of the written agreement will apply). The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This document contains a brief description of the key terms of the agreement. A copy of the agreement together with a more in-depth summary is available on our web site: www.optus.com.au/standardagreements or on request.

YOU SHOULD CHECK THE TERMS OF THE AGREEMENT CAREFULLY.

Description of the service

The service allows you to make calls and send content from and receive calls and content to your mobile phone on our network.

Changing the agreement

We may change the agreement by: complying with the Telecommunications Legislation and, in those circumstances set out in the agreement only, by giving you 21 days notice in writing of the change and allowing you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

Personal Information

We may collect, use and disclose personal information about you for purposes related to:

- the provision of credit and the services or products or services of other Optus group companies. If you do not supply the necessary information, we may refuse or limit credit or the service,
- the supply of information about Optus group company products or services and products and services of other organisations. You may opt out of receiving communications not related to your account or legally required by contacting customer service,
- supplying information to credit reporting enquiries, credit providers and related and unrelated third parties, but only for the purposes set out above.

We may be required or permitted by law to collect, use or disclose your personal information from or to organisations such as the

operator of the Integrated Public Number Database, emergency services organisations and law enforcement agencies. Subject to applicable law, you may access your personal information by contacting us. Our Privacy Policy is available at: www.optus.com.au/privacy or by contacting customer service.

Charges (see Standard Pricing Table): You must pay all charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it. We may ask you to make a pre-payment usage charge or an interim good-faith payment. We may offer promotions or offers in connection with the service (special). If you accept a special, the price and terms of the special will prevail until the special expires and then the full terms of the agreement will apply.

Payments: If you do not pay your bill by the due date, we may: charge you a late fee, suspend or cancel the service (in which case we may charge you a fee), engage a mercantile agent, institute legal proceedings against you and on-sell any unpaid amounts to a third party.

Taxes: Optus will charge you for taxes, including any GST for supplies made in connection with the service.

Complaints and disputes: If you have any complaint you may contact us. If we are unable to resolve your complaint you may take your complaint through other avenues, such as the TIO, ACCC or the Department of Fair Trading or Consumer Affairs in your state or territory.

SUSPENDING OR CANCELLING THE SERVICE:

Your right to cancel the service:

You may cancel the service by giving 30 days notice or if we breach a material term of this agreement. If a fixed-length agreement is not cancelled before the end of the minimum term the agreement will become a non-fixed length agreement.

Our right to suspend or cancel the service

Non fixed-length agreement: We may cancel the service at any time by giving you at least 30 days notice. Non fixed-length agreement or a fixed-length agreement: We may suspend or cancel the service in a variety of circumstances, including if: any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk, you breach a material term of this agreement, or as otherwise set-out in the agreement. In addition, we may suspend the service if we need to repair or service any part of the network or if we believe there has been an unusually high use of the service.

What happens if the service is cancelled? You authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges. If there are no outstanding charges and the service is not a pre-paid service we will refund on a pro-rata basis any over payment. If you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including cancellation fee and any unpaid monthly repayments on your mobile phone) from your credit card or bank account. If the service is cancelled during the minimum term of a fixed-length agreement due to circumstances attributable to you, you must pay us the cancellation fee and if we then reinstate the service, you may have to pay a reconnection or reactivation fee.

What happens if the service is suspended? You must pay an access fee while the service is suspended. You may be entitled on request to a refund or a rebate of access fees for the suspension period if the suspension was not attributable to you. If it was attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

LIABILITY:

Your liability to us

You are liable to us for any breach of the agreement causing foreseeable substantial loss to us. You are not liable to us for consequential loss which is not a result of something you have done. You indemnify us against claims made by your end users.

Our liability to you

We accept liability to you in accordance with the Trade Practices Act and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement. We are not liable to you for consequential loss. We limit our liability to \$5M per claim or series of connected claims except in respect of personal injury or death.

Optus Mobile Fair Go™ policy

The Optus Mobile Fair Go™ policy applies to your use of the service. The full policy is set out in Appendix W to the agreement.

Optus requires that customers provide identification as specified in the Optus 100 points identification checklist