





## TERMS & CONDITIONS

- Switching [also referred to as "Porting"] your Mobile Service Number [MSN] to Optus Mobile is covered by the "Australian Communications Industry Forum, Industry Code - Mobile Number Portability ACIF C570 June 2001" ("MNP Code"), and any bilateral arrangements. Provided your MSN is capable of being switched, you may switch your MSN from your current Mobile Service Provider to Optus Mobile if that MSN is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA. The terms of the relevant Optus Mobile Standard Agreement, as current, and may vary from time to time, will apply to your use of the Service.
  - This Customer Authorisation is valid for 30 calendar days from the date shown on this Authorisation.
  - You acknowledge that:
    - Only your MSN switches to Optus Mobile. No existing Value Added Services with your current Mobile Service Provider will be transferred, which may result in the loss or the loss of access to these services, including voice mail, SMS, paging, data or facsimile services.
    - You may have outstanding contractual obligations and costs owed to your current Mobile Service Provider.
    - You may have an ongoing contract with your current Mobile Service Provider which requires the payment of cancellation and/or termination fees to that Mobile Service Provider if you switch to Optus Mobile.
    - Your current Mobile Service Provider may or may not disconnect your existing mobile service and value added services.
    - If you are porting between GSM and CDMA or any other mobile platform, you may need a new handset.
    - If you currently have a pre-paid handset, you may need to get any SIM security or network locking removed by your current Mobile Service Provider or get a new handset.
    - You require that your MSN is switched to Optus Mobile as soon as possible.
  - You can only withdraw your authority to switch prior to the Port Cutover Notification being sent by Optus Mobile to your current Mobile Service Provider.
  - Optus Mobile does not warrant that it can switch your number from your current Mobile Service Provider. Your current Mobile Service Provider may reject the request to switch, if the information you provide is incorrect or does not match the data held by them. In this case, you authorise Optus Mobile or its agent or dealer to correct the information and resubmit the request to switch or dispute the rejection by your current Mobile Service Provider. Additionally, in accordance with the MNP Code, a request to switch may be rejected if:
    - the request is for a non-switchable MSN e.g. cancelled MSN, Mobilesat or AMPS numbers;
    - the MNP Code requires the request to be rejected; or
    - Optus Mobile cannot otherwise provide switching for that MSN in the circumstances.
  - If your number cannot be switched then you may accept a new donor number from Optus Mobile.
  - Optus Mobile does not warrant that your MSN will be switched to Optus Mobile within any specified timeframe. The Standard Hours of Operation are AEST 8am to 8pm Monday to Friday, excluding national public holidays. Optus Mobile may be able to provide you with the facility to implement the Porting of your MSN(s) outside the Standard Hours under any Bilateral agreements that may exist from time to time.
  - Acting in accordance with the MNP Code and any other bilateral arrangements, in the event of a Port, Withdrawal or Reversal to your previous Mobile Service Provider, Optus Mobile:
    - is not responsible for any period of outage of your Mobile Service and/or any related or ancillary services; and
    - to the extent permitted by law, including statutory warranties that apply under the Trade Practices Act, is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Port, Withdrawal or Reversal, including the negligent act or omission by Optus Mobile.
  - In the event of a Reversal to Optus, Optus:
    - is not responsible for any period of outage; and
    - to the extent permitted by law, including the statutory warranty provisions of the Trade Practices Act, is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Reversal (including the negligent act or omission of Optus).
  - If you wish to switch your MSN from Optus Mobile to another Mobile Service Provider, then you must contact that other Provider.
  - Optus Mobile reserves the right to charge to switch your MSN to or from Optus Mobile.
- HANDLING OF PERSONAL INFORMATION AND CREDIT INFORMATION**
    - Optus collects and uses Personal Information about you primarily to supply you with the products and services you order from it and its related companies. Optus also collects and uses Personal Information for related (or secondary) purposes including:
      - billing and account management;
      - business planning and product development; and
      - to provide you with information about promotions, as well as the products and services of Optus companies and other organisations.
    - Optus is required by law to collect certain Personal Information about you, including your name, address, telephone service number and other public number customer details, and to provide it to the operator of the Integrated Public Number Database (IPND) for inclusion in the IPND. Information in the IPND is used to develop directories and to assist emergency service organisations. If your phone number is unlisted, your information will be marked accordingly in the IPND and its use and disclosure will be strictly controlled.
    - If you do not provide all the Personal Information Optus requests from you, Optus may be unable to supply the products or services you have requested, or Optus may be restricted in the way it supplies these products or services to you.
    - Optus may disclose Personal Information about you (for the purposes set out in clause 1) to:
      - any of the Optus Group companies, or any other corporation related to Optus;
      - Optus' agents, dealers, contractors and franchisees;
      - Optus' suppliers who need access to the Personal Information to provide Optus with services, enabling Optus companies to supply you with the products and services you have ordered; and
      - joint venture partners of the Optus Group.
    - If you wish only to receive communications that are account-related or legally required, you may request not to receive other communications (ie you may "opt out"). If you wish to make a request to opt-out, you can do so at any time by letting Optus know of your request by contacting the Optus customer service line on 1300 300 937. If you provide Optus with an opt-out request, Optus will activate your request as soon as reasonably possible after receiving it. Optus will not charge you for processing a request to opt-out.
    - You may request access to Personal Information Optus holds about you, and Optus will grant you access unless it is required or permitted to refuse such a request. You may also request that information about you be corrected if you think that it is not accurate. You should contact 1300 300 937 if you require more information.
    - For the purpose of processing your application and ongoing credit management of your account, Optus may need to disclose to a credit reporting agency:
      - personal identifying details, including your name, current and previous addresses, driver's licence number, date of birth and employer;
      - the fact you have applied for an Optus service, and any credit limit on your account;
      - the amount of any payments which are overdue for at least sixty (60) days, when steps have been taken by Optus to recover those overdue payments;
      - where an overdue payment has been previously reported, advice that the payment is no longer overdue;
      - cheques or credit card payments which have been dishonoured;
      - court judgments or bankruptcy orders made against you;
      - that, in the opinion of Optus, you have committed a serious credit infringement; and
      - when Optus ceases to provide products or services to you.
    - You authorise Optus to disclose the information described in clause 7 to a credit reporting agency. You also authorise Optus to seek from or give to any credit providers authorised by you or named in a credit report or to other telecommunications providers (carriers or carriage service providers), and Optus' franchisees, agents, contractors and outlets, the same information and any other information on this form and any other information on your credit worthiness, credit history or credit capacity that credit providers are allowed to give under the Privacy Act.
    - You authorise Optus to obtain and use personal credit information (eg: your existing household loans and personal credit card history) for the purpose of considering an application by you for commercial credit; (to use the Optus service and your phone as a sole trader.) You authorise Optus to obtain and use commercial information about your commercial credit worthiness or commercial history (your existing credit record as a sole trader) when considering an application for consumer credit, for example where the Service will be used for domestic purposes.
    - Optus may refuse or cancel the supply of products or services on the basis of its credit assessment of you. You are entitled to see, and to correct, any credit information which Optus holds about you.

