



Optus Mobile Pty Ltd. ABN 65 054 365 696

Change of Ownership for CDMA/Digital Service

OPTUS/OUTLET USE ONLY

Print full name of sales person

Outlet name/no.

Outlet code

Tel No

ID	Points
Total	

I confirm that I have sighted, verified and retained copies of the applicant's ID as specified in the Optus 100 point checklist

Optus Rep Sig.

Date

WHITE COPY	OPTUS
BLUE COPY	CUSTOMER
PINK COPY	OUTLET

1. TRANSFER OF SERVICE – To be completed by OLD owner

Complete for Digital Phone Transfers Only

Mobile Number | 0 | 4 | | | | | | | | | | | | | | | | | | | | | |

Account Name

User Name

Title First Name Surname

I understand that this is a cancellation of my existing contract and I agree that all monthly mobile charges paid by myself in advance will be credited to the new owner's account. I also consent to the transfer of my service (including my mobile number) to the new owner.

MUST BE SIGNED BEFORE OWNERSHIP IS TRANSFERRED

Signature Date

Complete for CDMA Phone Transfers Only

Mobile Number | 0 | 4 | | | | | | | | | | | | | | | | | | | | | |

ESN Number

Account Name

User Name

Title First Name Surname

I understand that this is a cancellation of my existing contract and I agree that all monthly mobile charges paid by myself in advance will be credited to the new owner's account. I also consent to the transfer of my service (including my mobile number) to the new owner.

MUST BE SIGNED BEFORE OWNERSHIP IS TRANSFERRED

Signature Date

2. MOBILE PHONE DETAILS To be completed by NEW owner

User Name

Title First Name Surname

PIN (CDMA Services ONLY) Main use post code

Mobile Service Plan (tick ONE box only)

- Previous Owner's Business Plan (please state plan code) _____
- Previous Owner's Consumer Plan (please state plan code) _____
- New Owner's Business Plan (please state plan code) _____
- New Owner's Consumer Plan (please state plan code) _____

If one of the latter two boxes are ticked, this form must be accompanied by an Application for Mobile Service form which forms part of this CHOWN Application, including its terms and conditions.

New Owner's Monthly Commitment: \$ _____

New Owner's Remaining Term of Contract: _____

3. APPLICATION FOR ACCOUNT – To be completed by NEW owner

New owner please complete ALL of Section 3

Account Name

Customer Address

Postcode

Postal Address

Postcode

Contact phone no.

Existing Optus Account No. (if applicable)

Individual or Sole Trader Applicant

Name

Status

Owner/buyer Renting Other

Title First Name Surname

Credit Card Bankcard Visa
 Mastercard Amex Diners

Date of Birth

Drivers License No.

Time at Home Address Years Months

Previous Address (if less than 2 years at current)

Postcode

Employer/Trading Name

Employee Pensioner Aged Retiree

Other (specify) _____

Self Employed ABN _____

Position _____

No of years _____

Business Applicant

Govt. Dept Registered Company

Company Name _____

Incorporated Association

A.C.N. _____

Company Address _____ Company Mailing Address _____

Postcode _____

Postcode _____

4. AGREEMENT & ACCEPTANCE OF SERVICE To be completed by NEW owner

By signing this form, you agree your application for service is subject to the conditions printed on the reverse of this CHOWN form and the Application for Mobile Service form attached. You acknowledge that you have read and understood the information on the back of this form including about Optus' handling of information about you (Personal Information). You also give Optus your consent to obtain and use credit information about you, including information about your credit history (eg household and personal financing) and, if applicable, your commercial credit history (eg as a sole trader). You declare that the information you have given on this form is true and correct to the best of your knowledge. **You also agree that you will be responsible for all outstanding service charges, handset repayment charges and calls made by the old owner if those charges are incurred in the billing month in which the change of ownership processed and accept these charges will be transferred to your account upon successful completion of this application for change of ownership.**

Signature (applicant)

Date

Print Name

Title First Name

Surname

Important Notice for New Owners. Optus Mobile Pty Limited ABN 65 054 365 696.

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 customers for that service. 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. In addition, for a fixed-length agreement we must give you 21 days notice in writing and, in some circumstances only, allow 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 the 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 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) 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.

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.

Purchasing a subsidised mobile phone: If you purchase a subsidised mobile phone from us or our agent and the service is cancelled before the expiry of the minimum term, you will be required to pay us, in addition to any cancellation fee, the sum of any unpaid monthly repayments owing on your mobile phone

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.

These Terms and Conditions are in addition to those appearing on the back of the Mobile Service Application Form attached.

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