

Change of Ownership Application for Optus Pre-Paid Mobile Service

I. TRANSFER OF SERVICE:

To be completed by previous owner

Mobile Number

0 4

Access card no.

896102

Account Name

User name

Title First name Surname

I consent to transfer of my mobile service (including my mobile phone number) to the below named party ('The New Owner'). I acknowledge that any credit remaining on my mobile service will be transferred to The New Owner upon Optus processing this form. I acknowledge that any calling details concerning this service may now be accessed by The New Owner.

Signature

X

Date

2. PERSONAL, SOLE TRADER OR UNINCORPORATED ACCOUNT ONLY

(New owner to complete)

Account name

Title First Surname

Address

Postcode

Contact telephone number

Mailing address (if different from above)

Postcode

Date of birth / /

3. COMPANY OR GOVERNMENT ACCOUNTS ONLY

(New owner to complete)

Company name

ACN

Company address

Postcode

Mailing address (if different from above)

Postcode

4. MOBILE PHONE DETAILS

(New owner to complete)

Access card no. 896102

Mobile no. 0 4

Purpose of use Private Business Government Gift

5. OPTIONS

(New owner to complete)

Directory entry 1223/white pages No Listing

Other (please specify)

Optus ID Yes No

Optus VoiceMail Yes No

Please note: Outgoing call access is restricted to local, national and international.

6. PLEASE SIGN HERE

(New owner to complete)

I have read and understood the terms and conditions on the reverse side and agree to be bound by them.

You must attach photocopy of ID (eg passport, driver's licence, birth certificate)

Please note: For company applications you must be an authorised signatory

Signature

Date

Print name (New Owner)

Optus Pre-Paid Terms and Conditions

1. This is an invitation from Optus Mobile Pty Ltd ("Optus") to apply for the Optus Pre-Paid Mobile Service ("the Services").
 2. You may apply for the Services by purchasing a Handset Package or Start-Up Kit and providing the required user information and Optus may accept your application by commencing to provide the Services to you. If Optus accepts your application, the Services will be supplied to you on the terms of Optus' Standard Agreement for supply of the Optus Pre-Paid Mobile Service ("Standard Agreement").
 3. To activate your Optus Pre-Paid Mobile Service and the call credits in your Start-Up Kit, you must call the free automated service before the date shown. Until you have activated your Optus Pre-Paid Mobile Service and your call credits, your service will be limited to calls to emergency services. If you do not activate your Optus Pre-Paid Mobile card and call credits before the date indicated on your Start-Up Kit, your Optus Pre-Paid Mobile Service will be cancelled and your mobile telephone number withdrawn.
 4. Optus makes no representation whatsoever as to the extent of the mobile digital coverage in the areas in which you intend to use the Services. You must satisfy yourself as to the adequacy of coverage from your own inquiries. Optus coverage maps are available at any Optus outlet.
 5. When you activate your Optus Pre-Paid Mobile Service, you are able to choose a rate plan from the rate plans in your Start-Up Kit. If you do not activate your service and choose your rate plan, you will automatically be activated onto the Flat Call rate plan. Unless expressly stated, you are able to change to a different Optus Pre-Paid Mobile rate plan every time you recharge your service, by calling the Optus Customer Service number indicated in your Start-Up Kit.
 6. Your call credits are valid for the call credit validity period, ie: from the date of their activation, until the call credit expiry date. Refer to your rate plan table for details. Subject to clause 7 below, you may purchase additional Recharge Cards at any time but you must activate them by calling the designated Optus Customer Service number before the expiry date of the Recharge Card. If you don't use your call credits or recharge your service within the call credit validity period, your calls will expire. There is a limit of \$300 in call credits that may be aggregated on your service at any time. Recharge Cards can be used once only.
 7. You may purchase additional Recharge Cards by dialing 444 from your Optus Pre-Paid Mobile Service and paying with a valid and registered credit card (the "Credit Card Recharge service"). You must have the Optus Caller ID facility activated to use the Credit Card Recharge service. The Credit Card Recharge service is subject to Optus Credit assessment. You may purchase a maximum of three Recharge Cards per day, and a maximum of \$300 of Recharge Cards in any 30 day period using the Credit Card Recharge service.
 8. If at any time your call credits expire, you will only be able to receive incoming calls, make calls to the free automated service and make emergency calls for a further 6 months. If no further call credits are activated in that time, your service will be cancelled and your mobile number withdrawn at the end of that period.
 9. Service charges apply to some service options when a customer rings the Optus Customer Service number 1300 555 002.
 10. The Optus Pre-Paid Mobile SIM card remains the property of Optus at all times. Should your Optus Pre-Paid Mobile SIM card or Recharge card(s) be lost or stolen, Optus will be under no obligation to replace them or compensate you.
- If Optus does choose to replace your SIM card, it may charge you for doing so.
11. You will be charged for your use of the Services in accordance with the terms of the Optus Pre-Paid Mobile rate plan you have chosen, as found in the Standard Agreement. You may request a copy of this document from Optus at any time.
 12. Optus may suspend or cancel the Services at any time without notice where:
 13. There are reasonable grounds to suspect the information provided by you to Optus or its agent for user registration or when you activated your Optus Pre-Paid Mobile Service, was incomplete or incorrect or that there has been fraud or misuse by you in relation to the Services;
 14. You breach any of the terms or conditions in Optus' Standard Agreement; or
 - You do anything which in Optus' opinion, may cause damage to the Optus Mobile Digital Network.
 - You transfer your Optus Pre-Paid Mobile SIM card to another party without obtaining Optus' consent for doing so, or do not provide sufficient details of the identity of the other party.
 - You use the Credit Card Recharge service in a manner which, in Optus' opinion, is unlawful and / or involves fraud.
 15. The Optus Pre-Paid Mobile service cannot be used outside Australia for AutoRoam calls or to access SurePage, SureFax, Fax and Data services, 1900 calls or call hold/wait and call diversion services.
 16. Subject to the Trade Practices Act and other laws, Optus is not liable for any costs, liability or damage, whether direct or consequential, arising out of Optus' supply or failure to supply the Services.
 17. Call credits are not transferable or redeemable for cash.
 18. If there is any inconsistency between these terms and conditions and Optus' Standard Agreement, the terms of Optus' Standard Agreement will prevail.
 19. By applying for these Services you are also authorising Optus to exchange with its related bodies corporate, and any franchisees, outlets, contractors or agents of Optus who may be involved in providing the Services (including the Credit Card Recharge service), the customer information on the application form.
 20. The "Free Call" and "Flat Call" offers are special promotions valid until 28th of February 2002 unless withdrawn earlier. Optus reserves the right to withhold the special promotion from any customer using the Optus Pre-Paid Mobile Time in a manner deemed unreasonable or excessive by Optus. Optus Fair Go policy applies.
 21. You must have valid call credits to make calls during Free Call and Flat Call times.
 22. Available limit of 1 Optus Pre-Paid Mobile phone package per customer.
 23. While stocks last.
 24. GST is not payable at the time the Recharge Card is purchased. GST is included in the call charges in the rate plan.
 25. Optus Pre-Paid Mobile Flat Call or Free Call rate plans do not apply to Optus networker™ service.
 26. Available to Optus Pre-Paid Mobile Digital customers.
 27. Customers must have a WAP compatible mobile phone or device as approved by Optus.
 28. Optus will endeavour to provide current, accurate information but makes no warranty regarding the currency or accuracy of any information provided to you as part of the networker™ service.
 29. The networker™ service in whole or part may be suspended, changed or terminated at any time without notice.
 30. AAP content may only be used for personal and non-commercial purposes by customers and not otherwise copied, published, republished, re-distributed, re-communicated or otherwise commercially exploited in any form or by any method whatsoever by networker™ customers. For the avoidance of doubt this prohibition includes framing, linking, posting in news groups and any other form of copying by persons other than as approved by AAP.
 31. Networker™ customers indemnify Optus against any loss or damage suffered or incurred directly or indirectly, as a result of reliance upon any information received on the networker™ service.
 32. If a customer switches their mobile number to another provider, from Optus, any Optus value-added service, such as Voicemail or WAP, will be unavailable. This means a customer's WAP settings may be lost.
 33. Service only available within Australia.
 34. Not available on Optus Mobile CDMA or Optus MobileSat services. Usage charges for networker™ are not included in the mobile rate plans.
 35. All new prepaid mobile handsets are provisioned with the Caller ID functionality, this is activated permanently for all calls. Call Optus Customer Service on 1300 555 002 to remove Caller ID permanently.
 36. Optus reserves the right to send Recharge reminder messages via SMS (Short Text Messaging) or RVA to Optus Pre-Paid Mobile Services at regular intervals.
- ## DEFINITIONS
- "Call Credit Validity Period" means the number of days, from the date of call credit activation until the date of call credit expiry, set out in the relevant rate plan.
- "Standard Agreement" means the Optus Standard Agreement for the supply of the Optus Pre-Paid Mobile Service, being a standard form of agreement for the Services formulated under s.479 of the Telecommunications Act 1997 as current from time to time.
- "Optus Pre-Paid Mobile Card" means the pre-paid SIM card contained in your Start-Up Kit.
- "Recharge Card" means the card containing additional call credits which may be purchased from participating outlets or the voucher number and expiry date provided to customers when additional call credits are purchased without a card being provided, as the context requires.
- "GST" means Goods and Services Tax.