



Optus Networks Pty Ltd.
ABN 92 008 570 330

WIRELESS DTD

OFFICE USE ONLY

Outlet Code/Tesa Code

Channel Name

Sales Consultant

ID Number

Source Code

SQ Ref. No.

ID (100 Point Check)

Table with 2 columns and 4 rows for ID verification.

POINTS

TOTAL

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

I verify this customer has been credit checked.

Yes No

Print Sales Consultant Name

Sales Consultant Signature

Date / / 20



TOP COPY - OPTUS SALES
BLUE COPY - CUSTOMER

TITAN 1371546 09/08

Please write your details in BLOCK LETTERS as they appear on your existing telephone account

PART A: APPLICANT DETAILS

Form for Part A: Applicant Details including Title, Name, Company, Address, and Contact Information.

PART B: 'YES' BUSINESS REWARDS

Form for Part B: 'YES' Business Rewards including Broadband, Business phone, and Mobile options.

PART C: PHONE NUMBERS YOU WOULD LIKE TO TRANSFER TO OPTUS

Form for Part C: Phone Numbers You Would Like to Transfer to Optus, including details for three phone numbers.

PART D: WIRELESS TELEPHONY

Form for Part D: Wireless Telephony including Monthly Telephony Charges and Features.

PART E: WIRELESS BROADBAND & FUSION

Form for Part E: Wireless Broadband & Fusion including Monthly Business Wireless Fusion Charges and Broadband Modem Charges.

PART F: DIRECT DEBIT PAYMENT OPTION

Form for Part F: Direct Debit Payment Option including Financial Institution, Account Name, and Signature.

PART G: MONTHLY PAYMENT

Form for Part G: Monthly Payment including Broadband Wireless, Business Wireless Fusion, and Wireless Telephony options.

PART H: DELIVERY OTHER THAN SERVICE ADDRESS FOR EQUIPMENT

Form for Part H: Delivery Other Than Service Address for Equipment including Delivery to and Alternative Delivery Street Address.

PART I: AGREEMENT - TO BE COMPLETED BY ALL APPLICANTS

Form for Part I: Agreement including terms and conditions, Customer Signature, and Date.

Table for Optus Internal Use with columns for SIM Number and IMEI Number.



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Table with 2 columns for ID verification points.

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I verify this customer has been credit checked.

Yes No

Print Sales Consultant Name

Sales Consultant Signature

Date / / 20



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Form for Part E: Wireless Broadband & Fusion including Monthly Business Wireless Fusion Charges and Broadband Modem Charges.

PART F: DIRECT DEBIT PAYMENT OPTION

Form for Part F: Direct Debit Payment Option including Financial Institution, Account Name, and Bank Account Holder details.

PART G: MONTHLY PAYMENT

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OPTUS INTERNAL USE

Table with 2 columns: SIM Number and IMEI Number, containing specific identification numbers.

SUMMARY OF THE STANDARD AGREEMENT FOR SUPPLY OF THE OPTUS WIRELESS TELEPHONY SERVICE

FEBRUARY 2008

(CONSUMER AND SMB CUSTOMERS) OPTUS MOBILE PTY LIMITED ABN 65 054 365 696

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

This form constitutes an application by you to acquire an Optus Service (service) from the relevant Optus company (us) that supplies that service (see below). If we accept your application, we will provide the service on the terms of the standard form of agreement (the agreement) for small or medium business customers for that service. The agreement is made up of this application, the SMB terms, the service descriptions, standard pricing tables and any relevant appendices. The agreement contains full details of the services and the terms and conditions of supply of each service including charging, billing, term and cancellation. Below is a brief description of the key terms of the agreement. A copy of all the documents (excluding this application) that make up the agreement for each service together with a more in-depth summary is available on request or by following the “Small Business”, then “Mobile”, “Telephony” or “Internet” links (as relevant) on our website at: www.optus.com.au/standardagreements

DESCRIPTION OF THE OPTUS SERVICES:

Mobile: The Optus Digital Mobile Service is supplied by Optus Mobile Pty Limited and allows you to make and receive calls and send and receive content on your mobile phone.

Telephony: Optus Local Direct, Local Access Resale, Long Distance Service, Outbound and Inbound Voice Services, iPhone Premier and iPhone Express Services are supplied by Optus Networks Pty Limited. Optus Wireless Telephony is supplied by Optus Mobile Pty Limited. These services allow you to make and receive calls from a phone located at your premises using our fixed network, or via a voice over IP service connected to our network (iPhone services) or using our mobile network (Wireless Telephony).

Internet: Optus DSL and DSL Direct and Optus Dial Up Services are supplied by Optus Internet Pty Limited. Optus Wireless Broadband is supplied by Optus Mobile Pty Limited. Optus IP Data Services are supplied by Optus Networks Pty Ltd. These services provide broadband, wireless or dial up access (as the case may be) to the internet and related services.

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 products and services of other organisations. You may opt out of receiving communications 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.

When you use the Optus Internet co-branded service, we and ninemsn may collect and use personal information about you. Such personal information will be stored or processed in the US and Australia, but will be handled in accordance with Australian privacy laws. When you log in to use the co-branded service, you consent to us and ninemsn sharing personal information about you with each other.

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. Electronic billing will be phased in over time and a paper invoice fee will apply if electronic billing is available to you and you choose to receive a paper bill posted to you. A credit card fee applies if you use a credit, charge or debit card to pay your bill. 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:

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, it becomes a non-fixed length agreement.

We may cancel the service if a non fixed-length agreement at any time by giving you at least 30 days notice. If a non fixed-length agreement or a fixed-length agreement, we may suspend or cancel the service in various 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.

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) 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.

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:

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. 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.

POLICIES:

The Mobile Fair Go policy, Acceptable Use Policy and Optus Local and Long Distance Fair Go policy apply as relevant.