



Optus Networks Pty Ltd
ABN 92 008 570 330

Optus Single Bill - Application for Service

PLEASE FAX BOTH PAGES TO OPTUS ON 1300 300 337

1. CUSTOMER INFORMATION

Company name _____

Please write in CAPITAL LETTERS

ACN/ABN _____

2. CUSTOMER CONTACT DETAILS

Primary Contact Name _____

Position _____

Phone (W) _____ Fax _____ Mobile _____

Email address _____

Billing address _____

Postcode _____

Site address _____

Postcode _____

'Attention to' name for Main Invoice if different to Primary Contact above:

Name _____ Position _____

Phone (W) _____ Fax _____ Mobile _____

3. INVOICING STRUCTURE

Do you require one invoice for the entire organisation or separate invoices for the multiple divisions:

Single invoice Multiple invoices

The Customer Hierarchy & Service Number Information forms must be completed in conjunction with the Application for Service form. The Hierarchy form should indicate the main reporting divisions followed by sub-divisions and so on.

4. PLEASE LIST YOUR EXISTING OPTUS ACCOUNT NUMBERS

5. BILL DAY

Please nominate your preferred bill date

1st 7th 10th 13th 19th 22nd 28th

6. ITEMISATION

Please select one of the following options

Print 'No Call' details Print 'All Call' details Print only calls over this value \$ _____

7. ELECTRONIC BILLING

Would you like to receive electronic billing: Yes No

In addition to receiving your itemised call details electronically at no charge, a \$30 per month charge will apply if paper bill itemised call details are requested

Please note that a separate application form needs to be completed for electronic billing. Please see your Account Executive for details.

continued overleaf

8. AUTHORISATION

A. I authorise Optus Networks Pty Limited ABN 92 008 570 330, Optus Mobile Pty Limited ABN 65 054 365 696, Optus Vision Pty Limited ABN 50 066 518 821 and Optus Internet Pty Limited ABN 14 083 164 532 (collectively the 'Optus Providers') to bill the accounts nominated in Section 4 of this application through the Single Bill service.

B. I acknowledge that Optus Providers have appointed a related company, Optus Billing Services Pty Limited ABN 95 088 011 536, to act as their agent (Billing Agent) to send bills, receive payments and allocate and enforce any debts arising in respect of the products and services provided by the Optus Providers.

C. I have read the terms and conditions on this page and

agree to be bound by them.

D. By signing this form you agree your application for this service is subject to the terms printed on this form and you acknowledge that you have read and understood the information on this form about Optus' handling of information about you (Personal Information). You give Optus your consent to obtain and use credit information about you, including information about your consumer credit history (eg. Household and personal financing) and if applicable, your commercial credit history (eg. As a sole trader). If this application is signed by an individual on your behalf, both you and the individual warrant that the individual is authorised by you to sign.

Signature _____

Date _____

Print full name _____

Position _____

9. OTHER INFORMATION

(OPTUS USE ONLY)

Sales Executive signature _____

Date _____

Print full name _____

Optus Business Customer Service
Representative signature _____

Date _____

Print full name _____

TERMS AND CONDITIONS – GENERAL

1. This order form is subject to acceptance by the Billing Agent. Acceptance of your application will occur when the Billing Agent issues you with a Single Bill. The Single Bill will clearly indicate the name of the Billing Agent and will confirm that the Billing Agent is an agent for the Optus Providers. If the Billing Agent accepts your application, the Single Bill will be supplied to you on these terms and conditions.

2. By applying for a Single Bill you:

a) acknowledge that the Billing Agent is an agent of the Optus Providers and is authorised by the Optus Providers to send bills and receive payments relating to services provided by them; and

b) acknowledge and agree with each of the Optus Providers that if you do not pay the total amount due on your account (as specified in your monthly bill) by the due date:

i) the Billing Agent may (in its capacity as agent for the Optus Providers) allocate all or part of the overdue amount to any one or more of the Optus Providers and you will be indebted to an Optus Provider for any amount allocated to it;

ii) an Optus Provider may take enforcement action against you to recover any monies you owe to it as a result of an allocation made under this clause; and

iii) you waive any right to raise an allocation under this clause as a defence to any claim made by an Optus Provider to recover any moneys you

owe due to such an allocation.

3. You may request:

a) Changes to the invoice formats by contacting the Optus Customer Service Centre;

b) Cancellation of your Single Bill service by giving the Billing Agent at least 60 days written notice. The Billing Agent cannot guarantee that your original format can be reinstated.

4. Requests for changes or cancellation under paragraphs 2(a) and (b) must only be made by the Primary Contact or Secondary Contact.

5. You must ensure that the Primary Contact, Secondary Contact and your other employees and agents comply with these terms and conditions.

6. You should read carefully any information sent to you by any of the Optus Providers or the Billing Agent about your Single Bill service. The information will form part of these terms and conditions.

7. The Billing Agent may cancel your Single Bill service without notice if you:

– do not pay your Single Bill service account by the due date;

– do not comply with these terms and conditions; or

– commit an act of bankruptcy or have a receiver, liquidator or administrator appointed or enter into any arrangements with your creditors.

8. The Billing Agent may cancel your Single Bill service on (7) days prior written notice at any time.

9. On cancellation of your Single Bill service, you must pay the Billing Agent any outstanding charges immediately.

10. The Billing Agent may vary these terms and conditions at any time, upon giving you 60 days prior notice. Upon receipt of this notice you may, upon giving 60 days notice in writing to the Billing Agent, terminate this agreement.

Termination takes effect from the date the varied terms would otherwise take effect. If you do not terminate the agreement in this manner, the varied terms and conditions will operate from the date specified in the Billing Agent's notice.

11. The Optus Providers are not liable to you or any other person for any costs, loss, liability or damage, whether direct or consequential (including loss of business or profit) arising out of the Billing Agent's supply or failure to supply or delay in supplying the Single Bill service, including as a result of any act, omission or negligence of any or all of the Optus Providers or the Billing Agent.

12. The Billing Agent is not liable to you or any other person for any costs, loss, liability or damage, whether direct or consequential (including loss of business or profit) arising out of the Billing Agent's supply, failure to supply or delay in supplying the Single Bill service, including as a result of any act, omission or negligence of any or all of the Optus Providers or the Billing Agent.

continued overleaf

TERMS AND CONDITIONS – PRIVACY

1. 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:

- a) billing and account management;
- b) business planning and product development; and
- c) to provide you with information about promotions, as well as the products and services of Optus companies and other organisations.

2. 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.

3. 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.

4. Optus may disclose Personal Information about you (for the purposes set out in clause 1) to:

- a) any of the Optus Group companies, or any other corporation related to Optus;
- b) Optus' agents, dealers, contractors and franchisees;
- c) 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

- d) joint venture partners of the Optus Group.

5. 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 300 314. 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.

6. 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 300 314 if you require more information.

7. For the purpose of processing your application and ongoing credit management of your account, Optus may need to disclose to a credit reporting agency:

- a) personal identifying details, including your name, current and previous addresses, driver's licence number, date of birth and employer;
- b) the fact you have applied for an Optus service, and any credit limit on your account;
- c) 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;
- d) where an overdue payment has been previously reported, advice that the payment is no longer

overdue;

- e) cheques or credit card payments which have been dishonoured;

- f) court judgments or bankruptcy orders made against you;

- g) that, in the opinion of Optus, you have committed a serious credit infringement; and

- h) when Optus ceases to provide products or services to you.

8. 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.

9. 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.

10. 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.