

## MOBILE VOICE SERVICE SCHEDULE

### 1. About this document

This Service Schedule forms part your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

### 2. Dictionary and Glossary of Terms

<b>The expression:</b>	<b>means:</b>
Alternate Plan	as in clause 10(a)
Authorised Customer	the person who has contracted with us in respect of the Mobile Voice Service to which the mobile phone number relates.
Commencement Date	the date on which your Mobile Voice Service commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)
Holding Over Period	as in clause 4(b)
Included Value	as in clause 8(b)
International Roaming	as in clause 7(a)
Minimum Term	the minimum term of your Mobile Voice Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
MMS	Multimedia Message Service
Mobile Coverage Areas	as in clause 6

Mobile Handset	a mobile telephone device that operates over a cellular phone service
Mobile Number Portability Code	the industry code known as Mobile Number Portability C570:2009
Mobile Premium Services Code	the industry code known as Mobile Premium Services Code: C637 2009
Mobile Voice Service	the mobile Service provided to you in accordance with this Service Schedule
Premium MMS	as in the Mobile Premium Services Code
Premium Services	as in clause 11(a)
Premium SMS	as in the Mobile Premium Services Code
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time
SMS	Short Message Service
Telecommunications Numbering Plan	the Telecommunications Numbering Plan 1997
Value Added Services	any service that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title).
<p><i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 2. may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.</i></p>	

### 3. This Service: Overview

- (a) We agree to provide this Service to you on the terms and conditions set out in this Contract.
- (b) This Service may provide you with (amongst other things):
  - (i) a Mobile Handset;

- (ii) an ability to place calls from your Mobile Handset and receives calls on your Mobile Handset;
  - (iii) an ability to send and receive text messages (SMS) and multimedia messages (MMS); and
  - (iv) Valued Added Services.
- (c) You acknowledge and agree that your mobile phone number may be visible to a person to whom you make, or attempt to make, a voice call using your Mobile Voice Service (or your mobile phone number may be visible on that person's Equipment). If you do not want your mobile phone number to be visible, you may elect to bar your mobile phone number from being visible. You are unable to bar your mobile phone number from being visible to (amongst others):
- (i) emergency services or other relevant authorities; or
  - (ii) a person to whom you send an SMS or MMS (or to any other person who has access to the Equipment that received the SMS or MMS).

#### 4. Term

- (a) For the avoidance of doubt, the term of your Mobile Voice Service commences on the Commencement Date and continues for the Minimum Term and any Holding Over Period, unless terminated earlier in accordance with this Contract.
- (b) If you do not provide us with notice in writing (in such form as we may reasonably require from time to time) that you do not intend to renew your Mobile Voice Service at or prior to the expiry of the Minimum Term, your Mobile Voice Service will continue on a month-to-month basis, on substantially the same terms and conditions ("**Holding Over Period**").

#### 5. Value Added Services

- (a) Where available in connection with your Mobile Voice Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your Mobile Voice Service may include access to Value Added Services.

- (b) You acknowledge and agree that:
- (i) the Value Added Services that are available to you may vary from time to time and we may add, remove or vary Value Added Services. Where we reasonably believe that an addition, removal or variation of a Value Added Service will materially and adversely affect you, we will endeavour to provide you with reasonable notice;  
*TCP Customers:* Clause 5(b) of this Service Schedule is subject to Clause 47 of Part C (General Terms) of your Contract.
  - (ii) whether you are entitled to, or are able to use, a given Value Added Service (and the extent of that use) depends on a variety of factors, such as the terms and conditions of your Plan and Service, any Equipment that you use in connection with your Service and your location (for example, the type of Mobile Handset and SIM card used by you in connection with the Value Added Service and the software on your Mobile Handset may affect your ability to use a Value Added Service (and the extent of your use));
  - (iii) without limiting clause 40 of the Customer Terms of your Contract and subject always to clauses 34 to 39 of the Customer Terms of your Contract, you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:
    - A. the fitness of a given Value Added Service for the purpose that you require; and
    - B. any minimum Equipment, Service, software, SIM card, Mobile Coverage Area, geographical, or other requirements of a given Value Added Service;
  - (iv) you may be required to download software onto your Mobile Handset to access or use a Value Added Service (or any part of a Value Added Service) and fees and charges may apply in connection with downloading that software;
  - (v) fees and charges may apply to subscribe to, activate or use a given Value Added Service. Those charges include, but are not limited to, single use or session fees, weekly or monthly subscription or access fees, content charges, data charges, browsing charges, SMS charges, MMS charges and the like;

- (vi) fees and charges in connection with the Value Added Services are billed to your account in respect of your Mobile Voice Service and you are obligated to pay those fees and charges. Details of those fees and charges may be set out in our Schedule of Fees and Charges by which you are bound or as otherwise notified to you by us from time to time; and
- (vii) certain content that you may subscribe to or access originates from third parties and we do not warrant the performance, currency, accuracy, security, reliability, availability or continued availability of any such service. You subscribe to, access, use or continue to access or use, that content at your own risk and sole cost and expense.

## 6. Mobile Coverage

- (a) Mobile coverage in connection with your Mobile Voice Service is only available within our mobile coverage areas ("**Mobile Coverage Areas**"). You may obtain details of our Mobile Coverage Areas at [www.optus.com.au/aboutoptus/About+Optus/Network+Coverage](http://www.optus.com.au/aboutoptus/About+Optus/Network+Coverage)
- (b) You acknowledge and agree that:
  - A. you may be unable to use all or any part of your Mobile Voice Service if you attempt to use your Mobile Voice Service outside the Mobile Coverage Areas;
  - B. you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of whether this Mobile Voice Service is suitable for you having regards to the details of the Mobile Coverage Areas provided to you; and
  - C. mobile coverage may vary (even within the Mobile Coverage Areas) and you may experience network congestions, delays, drop-outs, poor or no mobile coverage, reduced data speeds and the like.

## 7. International Roaming

- (a) Where available in connection with this Service, you may be able to use your Mobile Phone Service outside Australia ("**International Roaming**").
- (b) You acknowledge and agree that:

- A. International Roaming may not be available in all locations outside of Australia;
- B. International Roaming is supplied or facilitated by third parties (such as international carriers or carriage service providers); and
- C. mobile coverage during International Roaming may vary and you may experience network congestions, delays, drop-outs, poor or no mobile coverage, reduced data speeds and the like as a result of the network coverage, speed and technical limitations of the network of the overseas carrier or carriage service provider relied upon by you for International Roaming.
- (c) International Roaming attracts fees and charges and in particular, call rates and data rates in respect of International Roaming are typically higher than the call rates and data rates when using your Mobile Voice Service within Australia. We do not have any special arrangements with overseas carriers or carriage service providers and we will pass on all fees and charges that have been billed to us by an overseas carrier or carriage service provider in respect of the use of your Mobile Voice Service during International Roaming.
- (d) The extent of the fees and charges in relation to International Roaming vary from time to time and are affected by factors such as local taxes, surcharges, currency exchange rates, the length of your call or data session, the extent of your usage generally, the fees and charges imposed by the relevant international carrier or carriage service provider and fees and charges imposed by third parties. You may also be charged for calls or messages that you receive during International Roaming.
- (e) Fees and charges in respect of International Roaming are billed to your account in Australian dollars and you will be liable to pay those fees and charges.
- (f) You further acknowledge that we rely on overseas carriers and carriage service providers to advise us of the fees and charges incurred in connection with your Mobile Voice Service during International Roaming over their networks. There may be a four (4) month delay between the date on which fees and charges during International Roaming are incurred, and the date on which those fees and charges appear on your bill. That delay is caused primarily by:

- (i) a delay between our relevant upstream Partner receiving details of the fees and charges incurred during International Roaming from an overseas carrier or carriage service provider; and
  - (ii) a delay between our relevant upstream Partner providing us with the details of the fees and charges referred to in subparagraph (i) above.
- (g) You may deactivate International Roaming by contacting customer service on 1300 855 728

## 8. Fees and Charges

- (a) The fees and charges in respect of your Mobile Voice Service (such as call charges, monthly fees, SMS charges, MMS charges, Mobile Handset repayments and the like) are set out in the terms and conditions of your Plan, the Schedule of Fees and Charges (by which you are bound) or as otherwise notified to you by us from time to time.
- (b) Your Plan may specify that you are entitled to an 'Included Value' in respect of your Mobile Voice Service ("**Included Value**"). You acknowledge and agree that, amongst other exclusions, certain call, SMS or MMS types, as well as Premium Services, may not be included in the Included Value, unless expressly otherwise agreed to by us in writing. We will notify you of those exclusions from time to time.

## 9. Mobile Voice Numbers and Portability

The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.

### (a) *Mobile Phone Number: New Allocation*

- (i) If you require a new mobile phone number to be allocated to you in respect of your Mobile Voice Service, we may allocate a new mobile phone number to you in accordance with the Telecommunications Numbering Plan.

- (ii) You expressly acknowledge and agree that:
- A. fees and charges may apply in connection with allocating a mobile phone number to you; and
  - B. you do not own or receive any legal interest or goodwill in any mobile phone number that is allocated to you. You agree that you will not make any request, claim or demand in that regard and you will not attempt to transfer, sell, assign or otherwise dispose of a mobile phone number that has been allocated to you without our prior written consent (which consent will not be unreasonably withheld and will be provided if required by an applicable Law).

**(b) Mobile Phone Number: Port In**

- (i) You may be able to transfer an existing mobile phone number that was allocated to you from a Carrier or Carriage Service Provider (other than us) to use in connection with your Mobile Voice Service. A transfer of existing mobile phone numbers will be performed in accordance with the *Mobile Number Portability Code*.
- (ii) We will generally provide you with a SIM card to be used in connection with your Mobile Voice Service and that SIM card will be activated on either:
  - A. a date that is agreed to by the parties; or
  - B. if no date is agreed to by the parties within fifteen (15) Business Days of the dispatch of that SIM card to you, at that time.
- (iii) You acknowledge and agree that if you have requested to transfer from your supplier to a Mobile Voice Service provided by us, you:
  - A. authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;
  - B. authorise your current supplier to transfer the services that you have requested that we provide;

- C. will cooperate with us in good faith in respect of completing the transfer (including providing us with details of your account number with your current supplier);
  - D. may be liable to pay your current supplier fees and charges (including, without limitation, early termination fees, disconnection fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar fees and charges;
- (i) may experience exclusions, limitations and restrictions in respect of your Mobile Voice Service for reasons that are outside our reasonable control (such as, without limitation, any restrictions that are imposed by your current supplier);
  - (ii) are only entitled to the Mobile Voice Service (and components of that Service) as set out in this Contract and on the terms and conditions set out in this Contract (including in our Schedule of Fees and Charges by which you are bound) and by transferring to us, you may no longer be entitled to incentives and benefits such as discounts, concessions and the like; and
  - (iii) must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

**(c) Mobile Phone Number: Port Out**

- (i) You may be able to transfer an existing mobile phone number that was used by you in connection with your Mobile Voice Service to be used with a mobile voice service provided by a Carrier or Carriage Service Provider (other than us). Transfers of existing mobile phone numbers will be performed in accordance with the *Mobile Number Portability Code*.
- (ii) You acknowledge and agree that if you have requested to transfer your mobile phone number from us to a Carrier or Carriage Service Provider (other than us):
  - A. you must complete a '*Porting Authority Form*' (which is available from our website) and such other forms as we may reasonably require you complete from time to time in respect of the transfer;

- B. you must be the Authorised Customer;
- C. the request may be treated by us as a termination of your Mobile Voice Service and/or Contract by you;
- D. you may incur fees and charges in relation to that transfer (including, without limitation, an Early Termination Fee) and you are liable to pay those fees and charges to us;
- E. any monies that we claim are owing to us in connection with this Contract will become a debt that is immediately due and payable to us;
- F. we may have rights under a Law or this Contract to recover from you the mobile phone number that was used by you in connection with this Service; and
- G. you must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your mobile phone number to a Carrier or Carriage Service Provider (other than us).

## 10. Changes to your Plan

- (a) You may request us to change your Plan in respect of your Mobile Voice Service to another Plan (“**Alternate Plan**”). You acknowledge and agree that:
  - (i) we may refuse your request to change to the Alternate Plan if:
    - A. the terms and conditions of your Plan do not permit you to change to the Alternate Plan; or
    - B. you do not meet the criteria (or any part of the criteria) that we may require you to meet in order to change to the Alternate Plan, which criteria is determined by us in our sole and absolute discretion and may be notified to you by us from time to time; or
    - C. we, in our sole and absolute discretion, believe it to be reasonable to refuse your request to change to the Alternate Plan; or
  - (ii) we may accept your request to change to the Alternate Plan subject to such terms and conditions (including in respect of fees and charges) that we may require in our sole and absolute discretion in respect of

the Alternate Plan. For the avoidance of doubt, you will not be required by us to change to the Alternate Plan if you do not agree with those terms or conditions.

## 11. Premium Services

- (a) In accordance with Part 9A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* and the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*, we are required to provide you with the following information:
- (i) A Premium Service is (definitions of the component words below are set out in the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*):
- A. a carriage service supplied by way of a call to a number with an eligible prefix; or
  - B. a content service supplied by way of a call to a number with an eligible prefix; or
  - C. a public mobile telecommunications service that enables an end-use to access a proprietary network.
- (ii) A Premium Service is typically a content service that is connected with the following:
- A. competitions; or
  - B. chat services; or
  - C. horoscopes; or
  - D. age-restricted content and sex services; or
  - E. news, sports and weather updates; or
  - F. music and video clips; or
  - G. voting; or
  - H. directory services; or

- I. gambling services; or
  - J. financial information.
- (iii) There are significant financial risks associated with Premium Services and calls to Premium Services typically attract significant call rates (for example, \$4.95 per minute). The cost of a Premium Service will typically appear on your mobile phone account and you will be liable to pay those costs. Some Premium Services may be addictive (such as age-restricted content and gambling services) and in view of the significant call rates, calling a Premium Service may present a significant financial risk to you (including the risk of bankruptcy or insolvency or other financial hardship).
- (iv) In order to minimize your financial exposure to Premium Services, you may contact us to bar calls from your Mobile Voice Service to some or all Premium Services. Alternatively or additionally, you may take steps to ensure that only persons that are authorised by you have access to your Mobile Voice Service or that the use of your Mobile Voice Service is monitored or restricted.
- (v) If you are the account holder, you will generally be liable to pay any account of ours which may bear charges in respect of, or in connection with, the Premium Services.
- (vi) If you have a complaint in respect of any Premium Service, you may contact:
- A. us, your supplier on 1300 855 728
  - B. the Telecommunications Industry Ombudsman on **1800 062 058** – the Telecommunications Industry Ombudsman is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet service;
  - C. the Telephone Information Services Standards Council on **1300 139 555** – the Telephone Information Services Standards Council is an independent regulatory body that sets fair standards for the message content and advertising of any Australian telecommunication service with the prefix 190; and

- D. the Australian Communications and Media Authority on **(03) 9963 6984** – the Australian Communications and Media Authority is a government agency responsible for the regulation of broadcasting, the internet, radiocommunications and telecommunications.
- (b) The Mobile Premium Services Code entitles you to request that some or all Premium SMS and/or Premium MMS services are barred.

## 12. Ownership of SIM Cards

- (a) You do not own any SIM card that is provided to you in connection with your Mobile Voice Service.
- (b) You must take all reasonable steps to ensure that the SIM card is maintained in a good state of repair and in working order at all time (save as to except manufacturing faults).
- (c) If the SIM card that is provided to you is lost or stolen (or it is reasonable to suspect that the SIM card has been lost or stolen), you acknowledge and agree that:
- (i) you must notify us immediately once you become aware that the SIM card has been lost or stolen or it is reasonable to suspect that the SIM card has been lost or stolen (whichever is the earlier);
  - (ii) to the maximum extent permitted by law, you remain liable to us for any and all fees and charges incurred in connection with your Mobile Voice Service until such time that you notify us that the SIM card has been lost or stolen and we have had a reasonable period of time in which to cancel that SIM card; and
  - (iii) if we cancel that SIM card, you will be liable to pay us fees and charges in respect of us providing you with a replacement SIM card, as set out in our Schedule of Fees and Charges, or as otherwise notified to you by us from time to time.
- (d) For the purposes of clause 12(c), a SIM card will be taken as being lost or stolen if, amongst other things, the Mobile Handset in which that SIM card was contained was lost or stolen or it was reasonable to suspect that the said Mobile Handset was lost or stolen.

## 13. Termination

### (a) *Termination*

Without limiting any of our termination rights set out in any other clause of this Contract, we may terminate your Mobile Voice Service with immediate effect if your Mobile Voice Service does not toll for a period of seventy-five (75) consecutive days.

### (b) *Consequences on Termination*

Without limiting your other obligations on termination as set out in this Contract, if your Mobile Voice Service is terminated or expires and is not renewed, you acknowledge and agree that:

- (i) we may require you to, and you must immediately:
  - A. return to us any SIM cards in your possession that have been provided to you by us;
  - B. pay to us all fees and charges that we have advised, or will advise, you are owing to us (including any Early Termination Fee and outstanding Mobile Handset repayments); and
  - C. comply with any reasonable direction that we may give you in connection with the termination or expiry; and
- (ii) if you do not transfer the mobile phone number allocated to you to a Carrier or Carriage Service Provider (other than us) we may recover that mobile phone number from you (to the maximum extent permitted by the Telecommunications Numbering Plan).

### (c) *Early Termination Fee*

- (i) The method of calculating the Early Termination Fee is set out in the terms and conditions of your Plan or available by contacting us on 1300 855 728
- (ii) You acknowledge and agree that the Early Termination Fee is a genuine pre-estimate of our loss that arises as a result of the termination of your Mobile Voice Service (or part thereof).



#### **14. Your Welcome Pack**

- (a) Please refer to your Mobile Voice Welcome Pack for all your account management contacts and support numbers.
  
- (b) In the event of any inconsistency between this Service Schedule and your Mobile Voice Welcome Pack, this Service Schedule prevails.