### Optus Pre-Paid Mobile Service

### Service Description

Click on the page number of the section that you are interested in

[1. About this *Service Description* 3](#_Toc76399997)

[2. The *Service* 3](#_Toc76399998)

[2.1. What is the *service*? 3](#_Toc76399999)

[2.2. Who supplies the *service*? 3](#_Toc76400000)

[2.3. Coverage 3](#_Toc76400001)

[2.4. Use of the *service* 3](#_Toc76400002)

[2.5. How is the carriage service provided? 4](#_Toc76400003)

[3. Service Charges 4](#_Toc76400004)

[3.1. What does the cost of the *service* depend on? 4](#_Toc76400005)

[3.2. *Pricing plans* 5](#_Toc76400006)

[3.3. Selecting a *pricing plan* 5](#_Toc76400007)

[3.4. How will *you* be charged for calls? 5](#_Toc76400008)

[3.5. What calls will *you* not be charged for? 5](#_Toc76400009)

[3.6. Credits 6](#_Toc76400010)

[4. *Optus SIM Card* 6](#_Toc76400011)

[4.1. How do *you* connect to the *service*? 6](#_Toc76400012)

[4.2. Who owns the *Optus SIM card*? 6](#_Toc76400013)

[4.3. What do *you* do if *your Optus SIM card* is lost or stolen? 7](#_Toc76400014)

[4.4. Replacing the *Optus SIM card* 7](#_Toc76400015)

[5. Credits on the *Optus SIM Card* 7](#_Toc76400016)

[5.1. What happens if *your pre-paid account* is below the *minimum call credit*? 7](#_Toc76400017)

[5.2. When do *you* need to add the *minimum credit*? 7](#_Toc76400018)

[5.3. Recharging *your pre-paid account* 8](#_Toc76400019)

[6. Phone Numbers 8](#_Toc76400020)

[6.1. How do *yo*u obtain a phone number? 8](#_Toc76400021)

[6.2. How are phone numbers allocated? 8](#_Toc76400022)

[6.3. Can *we* change the phone number *we* have *issued* to *you*? 8](#_Toc76400023)

[6.4. Can *you* change *the* phone number *we* have *issued* to *you*? 9](#_Toc76400024)

[6.5. Who owns the phone number? 9](#_Toc76400025)

[6.6. *Our* liability to *you* in respect of phone numbers 9](#_Toc76400026)

[7. Mobile Number Portability 9](#_Toc76400027)

[7.1. Porting from another *carrier* or *carriage service provider* 9](#_Toc76400028)

[7.2. Porting from us 9](#_Toc76400029)

[8. *Your Mobile Phone* 10](#_Toc76400030)

[8.1. Provision of the *mobile phone* 10](#_Toc76400031)

[8.2. Providing proof of ownership of *your mobile phone* 10](#_Toc76400032)

[8.3. *Your* responsibilities in relation to *your mobile phone* 10](#_Toc76400033)

[8.4. What can *we* do if *your mobile phone* is faulty or interferes with the *service*? 10](#_Toc76400034)

[9. Network Locking 10](#_Toc76400035)

[10. Lost or Stolen *Mobile Phone* 10](#_Toc76400036)

[10.1. What should *you* do if *your mobile phone* is lost or stolen? 10](#_Toc76400037)

[10.2. Unbarring calls or de-activating *Optus IMEI blocking* 11](#_Toc76400038)

[10.3. Important things to note whilst *your mobile phone* is barred or *Optus IMEI blocking* is activated 11](#_Toc76400039)

[10.4. In what other circumstances could *we* block *your mobile phone*? 11](#_Toc76400040)

[10.5. Who do *we* inform that *your mobile phone* is blocked or unblocked? 11](#_Toc76400041)

[11. Phone Number Displays 11](#_Toc76400042)

[11.1. *CLI* 11](#_Toc76400043)

[11.2. SMS and MMS 11](#_Toc76400044)

[12. Access Restrictions 11](#_Toc76400045)

[12.1. What are the access restrictions on the *service*? 11](#_Toc76400046)

[12.2. Barring of calls made from the *mobile phone* 11](#_Toc76400047)

[13. *Our* Additional Rights of Suspension and Cancellation 12](#_Toc76400048)

[14. *Supplier* and Third Party Services 12](#_Toc76400049)

[15. What Do Terms in the *Agreement* Mean? 12](#_Toc76400050)

#### About this *Service Description*

This is the *service description* for the Optus Pre-Paid Mobile Service. This *service description*, together with *your application*, the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc), the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc) and the *appendices*, forms *the agreement*.

*You* may obtain a copy of the latest version of the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc) (as applicable to you), *service description*, [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc) and *appendices* from *us* or on *our* website: [www.optus.com.au/standardagreements](http://www.optus.com.au/standardagreements)

Where *you* may be charged a fee or a charge, then this fee or charge can be found in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc). Please check the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc) carefully to see what fees and charges apply to *your* use of the *service*.

The meaning of the words printed *like this* is set out at the end of this *service description* or in the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc) (as applicable to you).

#### The *Service*

##### What is the *service*?

The *service* allows *you* to:

make calls from and receive calls to *your mobile phone*, and

send *content* from and receive *content* to *your mobile phone*

on *our* network for *your* own personal or business use only.

##### Who supplies the *service*?

Optus Mobile Pty Limited (ABN 65 054 365 696) supplies the *service* to *you*.

##### Coverage

The *service* is not available in all areas of Australia. *You* may obtain coverage maps showing where the *service* is available in Australia from *us* or from *our* website: <http://www.optus.com.au/>

In areas that the *service* is available, it is technically impracticable for *us* to guarantee that:

the *service* is available in each place within an area where there is coverage,

'drop-outs' will not occur during a call, and

there will be no congestion on *our network*.

Due to technical reasons, *we* are not able to guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' prefix number.

##### Use of the *service*

In addition to any other obligations *you* may have under the agreement (including *your* obligations under the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc) (as applicable to you) and the Optus Mobile Fair Go Policy ([Appendix S](http://www.optus.com.au/content/dam/optus/appendix/Appendix%20S/AppS.doc)), *you* must not:

make or receive calls or send or receive *content* on *our network* other than for *your* own personal or business use, as described in clause 2.1 above,

wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our network*, or

use the *service* (including any *Optus SIM card*) in connection with a device that switches or reroutes calls to or from *our network* or the *network* of any *supplier*,

without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.

If *you* breach paragraph (a) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, suspend or *cancel the service* by giving *you* reasonable notice as set out in the *consumer terms*.

##### How is the carriage service provided?

The *carriage service* is provided on the:

*Optus* *3G network*;

*Optus* *4G Plus Network* including Voice over LTE (*VoLTE*) capability as set out in paragraphs (b) to (e) below; and/or

*Optus 5G network,*

depending upon *your* device and *pricing plan* compatibility.

The *Optus 5G network* is rolling out in selected areas and is only available when:

*you* have a mobile *pricing plan* that allows *you* access to the *Optus 5G network*;

*you* are in an *Optus 5G network* coverage area (not available in NT); and

*you* have a *5G capable device*.

*VoLTE* is only available in Australia:

to all new customers who activated their *service* on or after 7 July 2021; or

to existing customers who activated their *service* before 7 July 2021 as progressively rolled out by *us* or on request by *you,*

but only when:

*you* have a mobile *pricing plan* that allows *you* access to the *Optus 4G Plus Network*;

*you* are in an enabled *Optus 4G Plus Network* coverage area;

*you* have a *VoLTE compatible device*; and

*you* have enabled *VoLTE* calls on *your* *VoLTE* *compatible device*.

If *you* have a *VoLTE* *compatible device,* *you* may enable or disable *VoLTE* calls on *your* device.

There is a limited range of devices that can make calls to 000 on *VoLTE* currently. Today when *you* make a call to the Emergency Services, *your* call can be made using *VoLTE* on *our* *4G Plus network* in areas where *we* have coverage on compatible *VoLTE* devices. *Your* call will be sent to *your* chosen Emergency Service (Police, Ambulance, Fire). It is important to note that *you* will need a *VoLTE compatible device*, with the emergency call software to make voice calls to emergency triple zero services. Where *VoLTE* is not yet available, voice calls will revert to the *3G Network*.

*VoLTE* is not available for use while overseas.

#### Service Charges

##### What does the cost of the *service* depend on?

The cost of the *service* depends on:

the *pricing plan you* select,

*your* use of the *service* (including, for example, length of call, time and day of call (which may not be the local time where the call is made), destination of call and call type, and *your* use of any *value added service features*), and

any changes *you* make to *your pricing plan*, the *value* added *service features you* use or acquire and if *you* accept the terms of a *special*.

##### *Pricing plans*

The *pricing plans* in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc) vary in relation to the:

charges,

*call credit validity period*,

*additional period*.

##### Selecting a *pricing plan*

When *you* connect to the *service, we* will ask *you* to choose a *pricing plan*.

If *you* do not choose a *pricing plan, you* will be put on the default *pricing plan* as set out in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc).

Unless expressly stated otherwise in the *standard pricing table*, *you* may change *your pricing plan* when *you* recharge *your service* by calling *us* or by any other method specified by *us*.

##### How will *you* be charged for calls?

The cost of each call will be deducted from the current credits on your *pre-paid account*.

*You* will not be sent any bills, invoices or statements recording calls made.

If *you* request a call extract for one of the following reasons: Insurance Claim, Police Report, Court Case/Legal Request and Immigration Request matters, such call extracts are charged at $5.50 for 3 months or part thereof, and then an additional $5.50 for each additional 3 month period or part thereof requested including GST (minimum fee of $5.50). *You* must have sufficient credit available on your service before an extract can be requested.

The service charges for outgoing calls:

are generally based on 30 second intervals over the *chargeable calling time* unless specified otherwise in the *standard pricing table*. The service charges for part of a 30 second interval will be rounded up to the next 30 second interval, or

may be on a per call basis. These calls are set out in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc)*,* and

may include a *flagfall*.

##### What calls will *you* not be charged for?

*You* will not be charged for *unsuccessful calls*.

*You* will not be charged for text messages sent to 'Service Balance 9999'.

Calls to *us* on the following numbers are free using the *service*:

*IVR* 555

fault reporting 125 125

credit card recharging 444

emergency service number 000, 112

customer enquiry number 1800 555 000

collections 1800 555 333

pay by phone 1800 555 444

##### Credits

Subject to paragraph (c) below, credits cannot be converted into or redeemed as cash and cannot be applied against other services *you* have with *us*.

*We* will transfer any existing credits:

if *your Optus SIM care* is lost, stolen or damaged and *you* purchase a new *Optus SIM card* for use with the *service, or*

where *your* phone number is changed in accordance with clauses 6.3 and 6.4 below.

If *we* cancel *the service* for convenience, *we* will:

refund any unexpired pre-paid credits, or

with *your* consent, apply those credits for use on another service *you* have with *us*.

Where the *service* is not cancelled for convenience, any credits remaining on *cancellation of the service* are forfeited.

#### *Optus SIM Card*

##### How do *you* connect to the *service*?

To be able to connect to the *service*, *you* need an *Optus SIM card.*

*You* can:

obtain an *Optus SIM card* from a *SIM pack*, or

obtain an eSIM QR code or link from an Optus retail store for access to an eSIM profile, or

obtain access to an eSIM profile via My Optus App, or

transfer from the Optus Digital Mobile Service to the *service*.

To connect to the *service you* need to:

activate your *Optus SIM card*; or

register *your pre-paid account* by calling *us*, if *you* are transferring from the Optus Mobile Digital Service (postpaid) to the *service*, or

(If we provide you with access to an eSIM profile), access the internet and download your eSIM profile onto your device. You must have an eSIM capable device in order to use an eSIM profile.

*[If you get an Optus SIM Card in a SIM pack, ] You* must activate *your physical Optus SIM card* before the date shown on the *SIM pack*. If *you* do not, the *SIM card* will be cancelled. If *you* purchase a handset bundled with a *SIM pack*, and *you* use the handset but do not activate the *SIM card* within 3 months of using the handset on *our network*, the *SIM card* will be cancelled.

If the SIM we provide you is an eSIM, you must download the eSIM profile within five days of receiving the eSIM QR code or link, or placing your order for an eSIM via My Optus App. If you do not, your service will automatically be activated. If this occurs, you will still need to download the eSIM profile to your device in order to use your service.

##### Who owns the *Optus SIM card*?

*We* own the *Optus SIM card* and it remains *our* property at all times.

*We* may request that *you* return the *Optus SIM card* if *we* issue *you* with a replacement *Optus SIM card* or *we* no longer supply the *service* to *you*.

*You* must not interfere with or impair the operation of the *Optus SIM card*.

##### What do *you* do if *your Optus SIM card* is lost or stolen?

*We* are not responsible for any lost or stolen *Optus SIM cards*.

*You* must notify *us* as soon as possible if the *Optus SIM card we* have given *you* is lost or stolen and *we* will bar or activate *Optus IMEI blocking* on *your mobile phone* (see clause 10 below).

*You* are responsible for all charges for calls made using the lost or stolen *Optus SIM card* up until the time *you* notify us that *your Optus SIM card* has been lost or stolen and *we* bar or activate *Optus IMEI blocking* (see clause 10 below).

If *your Optus SIM card* is lost or stolen and *you* do not notify us, *we* may cancel it in accordance with clause 13(a)(iii) below.

##### Replacing the *Optus SIM card*

Unless *you* are otherwise in breach of the *agreement, we* will replace the *Optus SIM card* (including where *your mobile phone* has been lost or stolen or the *Optus SIM card* has been damaged), and may charge a replacement fee.

If you have an eSIM profile to connect to our network and want to switch your *prepaid service* to a different device, you will need to undertake a SIM swap to transfer your service to a new eSIM profile which must be downloaded on the device you intend to use.

#### Credits on the *Optus SIM Card*

##### What happens if *your pre-paid account* is below the *minimum call credit*?

*You* cannot make any calls if the credits in *your pre-paid account* are below the *minimum call credit* for all call types, except to emergency services, *IVR* and credit card recharging (444).

*You* cannot make a call for which the credits in *your pre-paid account* are insufficient to meet the *minimum call credit* for calls of that type.

*Your* call will be terminated without notice if *your* credits run out during a call.

A low-balance warning may be activated when a *pre-paid account* reaches a balance of $2. This figure may be changed from time to time.

##### When do *you* need to add the *minimum credit*?

The *call credit validity period*

Irrespective of whether the *Optus SIM card* currently has available credits, *you* must add at least the *minimum credit* to *your Optus SIM card* within the *call credit validity period*.

If *you* do not add at least the *minimum credit* in accordance with paragraph (i) above, the remaining balance on *your pre-paid account* will be forfeited at the end of the *call credit validity period* and *your Optus SIM card* will be set at a zero credit balance.

*You* cannot claim a refund or credit for any forfeited credits.

*We* are under no obligation to notify *you* that the credits are about to be or have been forfeited.

Each time credits are added, a fresh *call credit validity period* begins.

If *you* use all of *your* credits before the expiry of the *call credit validity period*, the *additional period* does not commence until the *call credit validity period* has expired.

The *additional period*

If the balance of *your Optus SIM card* is zero because:

*your* credits were forfeited pursuant to paragraph (a)(ii) above, or

the available credits were exhausted through call usage,

*you* must add at least the *minimum credit* before the expiry of the *additional period*.

If *you* do not add at least the *minimum credit* in accordance with paragraph (i) above, *we* can *cancel the service* with reasonable notice. If *you* add at least the *minimum credit* before the expiry of the *additional period*, the *service* will be fully restored.

The *Optus SIM card* can be used to receive calls during the *additional period*.

*We* will send *you* at least one SMS reminder to warn *you* that if *you* do not add the *minimum credit* before the expiration of the *additional period, your service will be cancelled*.

Details of the *additional period* for various *pricing plans* are set out in paragraph 2.8 of the *standard pricing table*.

##### Recharging *your pre-paid account*

*You* may recharge *your pre-paid account*:

by purchasing a *recharge card* or *recharge voucher*, or

by credit card or debit card.

*Recharge cards* and *recharge vouchers* must be used before the date advised by *us* or the date set out on the back of the card or voucher. *We* will not replace or refund any expired, lost or stolen *recharge cards* or *recharge vouchers*

To recharge *your pre-paid account you* can:

go online to optus.com.au/recharge;

use My Optus App; or

call 555 from *your mobile phone*

#### Phone Numbers

##### How do *yo*u obtain a phone number?

If *you* do not already have a phone number for *your mobile phone* for use with the *service, we* will *issue you* a phone number.

##### How are phone numbers allocated?

All phone numbers are selected, issued and used by *us* in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).

##### Can *we* change the phone number *we* have *issued* to *you*?

*We* may be required to recover or recover and replace a phone number *we* have *issued you* in order for *us* to comply with the *numbering regulations*.

*We* will give *you* as much notice as is reasonably practicable if *we* have to do this.

##### Can *you* change *the* phone number *we* have *issued* to *you*?

*You* may request a new phone number. If *we* agree to *issue you* a new phone number, *you* may have to pay a charge.

If *you* need a new phone number because *you* have received calls of a harassing nature and *you* reported the matter to the relevant law enforcement agency, *we* will supply *you* with a new phone number free of charge on the first two occasions. *You* will have to pay a charge for any further phone number changes.

##### Who owns the phone number?

*You* do not own the phone number and *your* right to use the phone number starts when *we issu*e the phone number to *you*.

*Your* right to use the phone number ends if *you* no longer obtain the *service* unless *you port* the phone number (see clause 7 below).

If *you* stop obtaining the *service* and do not *port* the phone number, *we* may *issue* the phone number to another customer in accordance with the *numbering regulations*.

##### *Our* liability to *you* in respect of phone numbers

To the extent permitted by law, *we* are not liable to *you* for any expense or loss incurred by *you* due to:

any recovery or recovery and replacement of the phone number under clause 6.3 above, or

*you* ceasing to have the right to use the phone number under clause 6.5(a) above.

#### Mobile Number Portability

##### Porting from another *carrier* or *carriage service provider*

*You* may be able to *port* a phone number *you* have obtained from another *carrier* or *carriage service provider* when *you* connect to the *service*.

*We* will not charge *you* a fee for *porting* a phone number from another *carrier* or *carriage service provider*.

*You* must not cancel the service *you* have with the other *carrier* or *carriage service provider* before *you port* the phone number. *We* will inform the *carrier* or *carriage service provider* from which *you* have *ported* the phone number that *you* have *ported* the phone number and they will cancel the service.

*You* may need a new *mobile phone* or *you* may need to have *your mobile phone* unlocked if *you* are *porting* between different types of mobile *networks*.

##### Porting from us

*You* can *port* a phone number *you* have obtained from *us* for use with the *service* to another *carrier* or *carriage service provider*.

*You* must not cancel the *service* before *you port* the phone number. The *carrier* or *carriage service provider* to which *you* have *ported* the *phone number* will inform *us* that *you* have *ported your* phone number and *we* will cancel the *service*.

*You* can only *port* the phone number, *you* cannot *port* any *value added services*.

*You* may only *port* a phone number for which *you* are the authorised customer.

Any credits *you* have in your *pre-paid account* will be forfeited if *you port* the phone number to another *carrier* or *carriage service provider*.

If *you* acquired a *mobile phone* from *us* to use with the *service, you* may need to have network locking removed (see clause 9 below).

#### *Your Mobile Phone*

##### Provision of the *mobile phone*

*You* may obtain a *mobile phone* from *us* for use with the *service* under a *mobile equipment payment plan* or *you* may choose to use a *mobile phone you* have or have obtained from a third party.

##### Providing proof of ownership of *your mobile phone*

To protect consumers from illegal trade in *mobile phones*, if *we* have a reasonable belief that *your mobile phone* is stolen, *we* may ask *you* to provide proof of ownership of *your mobile phone*.

If *we* ask *you* to provide proof, *you* must provide *us* with that proof within ten (10) business days.

##### *Your* responsibilities in relation to *your mobile phone*

Unless *you* obtain the *mobile phone* from *us* for use with the *service we* make no warranty under the *agreement:*

that the *mobile phone* is suitable for use in connection with the *service* or any *value added service features*, or

about the quality of the *mobile phone*.

Unless *you* obtain the *mobile phone* from *us* for use with the *service, you* are responsible for making sure that:

all regulatory approvals for *your mobile phone* have been obtained, and

*your mobile phone* complies with all relevant technical regulations and specifications at all times.

*You* are responsible for the maintenance of *your mobile phone*.

##### What can *we* do if *your mobile phone* is faulty or interferes with the *service*?

If *your mobile phone* appears to be faulty or interferes with the *service, we* are entitled to (upon reasonable notice to *you*) require *you* to:

provide *your mobile phone* for *us* to inspect, and/or

cease using that *mobile phone* until the problem has been corrected.

#### Network Locking

If *your mobile phone* has been obtained from *us* (*Optus mobile phone*) it may have been programmed to only work on *our network*. This is known as network locking.

To disable network locking on the *Optus mobile phone* you must contact *us* to obtain a code to unlock the *Optus mobile phone*.

Before *we* provide *you* with the code to unlock *your Optus mobile phone you* may need to pay a network unlocking fee (refer to section 2.9 of the *standard pricing table* for details).

#### Lost or Stolen *Mobile Phone*

##### What should *you* do if *your mobile phone* is lost or stolen?

If *your mobile phone* is lost or stolen, *you* may contact us to request:

incoming and outgoing calls be temporarily barred, and/or

*Optus IMEI blocking* be activated.

##### Unbarring calls or de-activating *Optus IMEI blocking*

If *you* find *your mobile phone* or it is returned to *you, you* will need to call *us* to request:

incoming and outgoing calls be unbarred, and/or

*Optus IMEI blocking* be de-activated.

##### Important things to note whilst *your mobile phone* is barred or *Optus IMEI blocking* is activated:

To contact emergency services while *your* phone is blocked *you* must dial 112 (rather than 000).

Customers with hearing impairments who wish to access the TTY 106 emergency services number from their *mobile phone* should be aware that this number may not work from some blocked *mobile phones*.

##### In what other circumstances could *we* block *your mobile phone*?

If *you* obtain a *mobile phone* that *we* reasonably believe is lost or stolen, *we* may activate *Optus IMEI blocking* on *your mobile phone* without *your* consent, even if *you* are not aware it is stolen.

If *you* obtain the *service* from *us* under false pretences, *we* may activate *Optus IMEI blocking* on *your mobile phone* without *your* consent.

##### Who do *we* inform that *your mobile phone* is blocked or unblocked?

In the event *we* activate or de-activate *Optus IMEI blocking* on *your mobile phone, we* will inform other national *carriers* to put this block or unblock into effect on their own *networks*.

#### Phone Number Displays

##### *CLI*

If *you* do not bar *CLI* on *your mobile phone, your* phone number may be displayed on the phone of the person *you* are calling.

When another person calls *you*, the phone number of that person may be displayed on *your mobile phone* if that person has not barred *CLI* on their phone.

##### SMS and MMS

When *you* send an SMS or MMS, *your* phone number or name may be displayed on the phone of the person to whom *you* are messaging. *You* cannot bar *your* phone number or name when *you* send an SMS or MMS.

#### Access Restrictions

##### What are the access restrictions on the *service*?

The *service* cannot be used:

for some data, fax (including to make international fax calls (using the prefixes 0015 or 0019)) and paging services, or

to call information services such as premium voice services (including, for example, calls to 1901 or 1902 prefix numbers).

##### Barring of calls made from the *mobile phone*

At *your* request *we* can bar all calls made from the *mobile phone*. *We* cannot bar calls to emergency service numbers 112 and 000.

#### *Our* Additional Rights of Suspension and Cancellation

In addition to *our* rights under the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc) (as applicable to *you*), *we* may suspend or *cancel the service* without prior notice if:

*you* fail to add at least the *minimum credits* as required by clause 5 above,

*we* believe, or *we* are informed by law enforcement authorities that they believe, the identification evidence provided by *you* is false or inadequate,

*you* transfer *your Optus SIM card* to another party without obtaining *our* consent, or do not provide sufficient details of the identity of the other party, or

*you* engage in fraudulent recharge behaviour (including unauthorised attempts to recharge on *our IVR*).

In most circumstances, *we* will give *you* as much notice as *we* reasonably can before *we cancel the service*. However, in some circumstances, for example in an emergency or if *we* consider *your* use of the *service* is unreasonable and in breach of Fair Go Policy (see [Appendix S](http://www.optus.com.au/content/dam/optus/appendix/Appendix%20S/AppS.doc)), *we* may *cancel the service* without notice to *you*.

In addition to *our* rights under the [*consumer terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/ConsumerTerms.doc) or [*SME terms*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/SMETerms.doc) (as applicable to you), *we* may cancel the Optus Pre-paid Mobile Service by giving six (6) months’ notice which will be published in at least one major daily newspaper in each capital city in Australia.

#### *Supplier* and Third Party Services

*You* acknowledge that:

the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and

*we* do not exercise any control over, authorise or make any warranty regarding:

*your* right or ability to use, access or transmit any *content* using the *service*,

the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*,

the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software, and

any charges which a third party may impose on *you* in connection with *your* use of their services accessed via the *service*.

#### What Do Terms in the *Agreement* Mean?

***3G Network*** means WCDMA/UMTS (Wideband Code Division Multiple Access/Universal Mobile Telecommunications System) which operates to transmit voice and data services at 2100MHz and 900MHz frequency depending on *your* location within a *3G/HSDPA* coverage area, provided *you* have a 3G/HSDPA compatible device.

***4G Network*** (or *4G Plus network*) means *our* LTE (Long Term Evolution) network which operates to transmit voice (*VoLTE*) and data services at 700 / 1800 / 2100 / 2300 / 2600 MHz frequencies (or such other frequencies as specified by Optus from time to time on its website) depending upon *your* location within a 4G coverage area, provided *you* have a 4G compatible device.

***5G capable*** means a *device* that is capable of working on the *Optus 5G network*, which is rolling out in selected areas.

***access line*** means a line or link and the ancillary *facilities* over which a telephony service is delivered, connecting the *premises* where the telephony service is delivered to a local exchange of a *carrier* or *carriage service provider*.

***additional period*** means the number of days after the expiry of the *call credit validity period* during which *you* can receive calls but not make calls (except to *IVR*, emergency service numbers or credit card recharging). The relevant number of days is set out in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc).

***Boost Legacy*** means a *service* that *we* moved from the Boost brand to the Optus brand on or about 20 January 2013.

***call credit validity period*** means the number of days, from the date of call credit activation until the date of call credit expiry, within which *you* must add the *minimum credit* to *your* account. The relevant number of days is set out in the [*standard pricing table*](http://www.optus.com.au/content/dam/optus/documents/about-us/legal/PrePdPricing.doc). There may be two different *call credit validity periods* - one following the initial activation of *your pre-paid account* (*initial call credit validity period*) and another following subsequent activations (*recharge call credit validity period*).

***chargeable calling time*** means that part of each call's duration for which *you* are charged. The *chargeable calling time* commences when the call is answered and finishes when the circuit established for the call is released at the local exchange or other *network facility* which connects *you*, or the other exchange or *network facility* at which call duration is measured.

***CLI*** stands for calling line identification. This facility allows *your* phone number to be displayed on the phone of the person *you* are calling (if their phone is *CLI* enabled).

***equipment term*** means the period of time *you have* to pay us the *equipment charges* for any *mobile phone you* purchase from *us* under the *mobile equipment payment plan*.

***flagfall*** means a connection charge or an initial charge per call.

***HSDPA*** means high speed downlink packet access

***issue*** means to provide *you* with a phone number for use with the *service*. *We* issue a phone number to *you* at the time *we* agree to provide the *service* to *you* in association with the phone number.

***IVR*** stands for integrated voice recording and this is *our* service number.

***local call*** means a call made to an *access line* (that is, calls not made to a *mobile phone*) where the call distance is less than 165 kilometres. The call distance is measured from the base station from which the call originates to the charge point of the charging zone in which the call number is located. A list of charging zones is set out in [Appendix A](http://www.optus.com.au/content/dam/optus/appendix/Appendix%20A/AppA.doc).

***minimum call credit*** means the smallest amount of credits needed to make a type of call.

***minimum credit*** means the smallest *recharge card* or amount which can be used to purchase credits for the *service*. The *minimum credit* is set out in the *Optus service literature*.

***mobile equipment payment plan*** means the mobile equipment payment plan in [*Appendix D*](http://www.optus.com.au/content/dam/optus/appendix/Appendix%20D/AppD.doc).

***mobile phone*** includes, without limitation, a mobile phone, a voice and data handset and a data only handset.

***national long distance call*** means a call made to an *access line* (that is, calls not made to a *mobile phone*) where the call distance is 165 kilometres or more. The call distance is measured from the base station from which the call originates to the charge point of the charging zone in which the called number is located. A list of charging zones is set out in Appendix A.

***Optus 3G network*** means *our 3G network* used to transmit 3G services (including *HSDPA* services)

***Optus 4G Plus network*** means *our* *4G network* used to transmit 4G services (including *VoLTE*).

***Optus 5G network*** means *our 5G network* which is used to transmit 5G services.

***Optus IMEI blocking*** allows *us* to block *your mobile phone* if *your mobile phone* is lost or stolen.

***Optus service literature*** means any current brochure, customer guide or tariff guide published from time to time by *us* in connection with the provision of the *service*.

***Optus SIM card*** is either *our* physical subscriber identity module (SIM) card which when inserted into *mobile phones* gives *you* access to *our* *carriage service* on *our network,* or our eSIM profile which is downloaded into your eSIM compatible phone and gives you access to our *carriage service* on *our network*.. An *Optus SIM card* includes a Boost or Woolworths Mobile SIM card.

***our network*** means *our* digital mobile *networks*, which *we* use to supply the *service* to *you*.

***port*** means to transfer *your* phone number from one *carrier* or *carriage service provider* to another *carrier* or *carriage service provider* in conjunction with *your service*.

***pre-paid account*** means the electronic account associated with *your Optus SIM card* and phone number to which credits are added.

***recharge card*** means:

a card containing additional call credits, or

an electronic voucher containing additional call credits.

***recharge voucher*** means:

a voucher containing value that can be applied to obtain additional call credits

***SIM pack*** means an Optus pre-paid mobile pack containing the *Optus SIM card*. The *SIM pack* can be purchased from *our* dealers, Optus World outlets and selected retailers.

***unsuccessful call*** means a call which is not successfully connected to a called number (including a number to which a called number diverts), including where:

the called number is engaged, disconnected or out of order,

the called number cannot be accessed using the *service*, or

there are *network* or other service failures that have caused temporary interruptions to the *service*.

For the avoidance of doubt, *unsuccessful calls* do not include, without limitation, SMS and MMS.

***value added service features*** are the additional features *you* may obtain with the *service*. Descriptions of the *value added service features* available with the *service* and the associated fees and charges are set out in [Appendix Y](http://www.optus.com.au/content/dam/optus/appendix/Appendix%20Y/AppY.doc).

***VoLTE compatible device*** means a device capable of accessing *VoLTE* calls on the *Optus 4G Plus network*. A list of *VoLTE compatible devices* will be displayed [on the website](https://yescrowd.optus.com.au/t5/custom/page/page-id/tp2/VoLTE-support) and will be updated from time to time.

***VoLTE or Voice over LTE Technology*** means the ability to make calls using the *mobile phone* over the *Optus 4G Plus network*.

***Woolworths Mobile Legacy*** means a *service* that *we* moved from the Woolworths Mobile brand to the Optus brand on or about 24 March 2014.

|  |
| --- |
| **CONTACT DETAILS** |
| Customer Service | By phone – 1300 555 002On the Internet – [www.optus.com.au/prepaid](http://www.optus.com.au/prepaid) |
| National Relay Service | 133 677 |
| Translating and Interpreting Service | 131 450 |