1 ABOUT THIS POLICY

(a) This Appendix A applies to Telair Optus mobile cap plans (excluding Business Shared Cap plans) on the Optus Mobile Digital network. So in this Appendix, 'service' or 'services' means the Digital Mobile Service on the Optus Network, as applicable to you, the individual user. This policy forms part of our Standard Form of Agreement

2 GENERAL

(a) This policy aims to ensure we are able to provide quality mobile services to all of our customers, and no customers are disadvantaged by the behaviour of others.

(b) This policy applies where:

(i) there is a:

(A) level of free time on calls, or

(B) flat charge for part or all of a call, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan.

This includes, without limitation, Business Fleet Special Promotion, Business Fleet - Day Promotion, Free Call, Free Calls & Text and Flat Call

(ii) you may send or receive text or multimedia messages, for example, without limitation, SMS, MMS, My Updates (SMS), SMS Broadcast and EmailSMS (see clause 5 below),

(iii) you may connect to and use information services on Zoo (via WAP CSD, WAP GPRS or 3G) (see clause 5 below),

(iv) you may connect to the Internet using Wireless Internet (see clause 5 below),

(v) you use voice calling on the Push to Talk value added service feature (see clause 6 below),

(vi) you use Web SMS, Web MMS, SMS Broadcast, Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet or BlackBerry (see clause 7 below);

(vii) you use the Mobile IM value added service feature (see clause 8 below);

(viii) you use the Video Calling value added service feature (see clause 10 below);

(ix) you use the MobileMail value added service feature (see clauses 7 and 11 below); or

(x) you use the Voicemail value added service feature and you are a small or medium business customer connected to a plan with an 'Unlimited Voicemail' offer (see clause 12 below).

(xi) you use the MySpace Mobile value added service feature (see clause 13 below);

(xii) you use the YouTube Mobile value added service feature (see clause 14 below); or

(xiii) you do not incur any service usage charges for a period of time (see clause 15 below).

3 FREE TIME OR FLAT CHARGE ON CALLS - EXCESSIVE USE

(a) If you are an excessive user of free time or flat charge call offers we may ask you to reduce your use of these calls (outgoing or incoming). If usage continues at an excessive level following this request and you are an:

(i) A customer of the company who is using a mobile service on the Optus Network, we may refuse you access to these offers. You will then be charged our standard rates for calls, and

(b) We consider 'excessive' use to be usage of more than 2,000 minutes free per month per service.

(c) The excessive use provisions of this clause 3 do **not** apply to

(i) consumer Timeless Plan customers who make calls that qualify as a standard local call or a standard national call or a call to an Australian GSM mobile under that offer; or

(ii) small or medium business Timeless Plan customers who make calls that qualify as a standard local call or a standard national call or a call to an Australian GSM mobile under that offer.

4 FREE TIME OR FLAT CHARGE ON CALLS - UNREASONABLE USE

(a) Where we consider your use of a free time or flat charge offer is unreasonable, then we may:

(i) suspend your access to that or any other free time or flat charge offer, or

(ii) suspend or cancel the service or your access to a value added service feature,

in each case immediately and without notice to you.

Please note that our right to suspend or cancel the service **without notice to you** under this clause overrides any requirement we may have to give you notice in other parts of the Standard Form of Agreement

(b) Without limiting the meaning of 'unreasonable', we supply the service and each of the value added services for the purpose of you:

(i) making calls from and receiving calls to your mobile phone, and

(ii) sending content from and receiving content to your mobile phone on our network or the network of any supplier for your own personal or business use.

(c) We consider your use of the service or a value added service feature, to be unreasonable if you:

(i) make or receive calls or send or receive content on our network other than for your own personal or business use, as described in paragraph (b) above,

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

(iii) use the service (including any Optus SIM card) in connection with a device that switches ore 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.

(d) We also consider your use of the service or a value added service feature to be unreasonable if you set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network.

5 SMS, MMS, ZOO AND WIRELESS INTERNET - EXCESSIVE AND UNREASONABLE USE

(a) As set out above, this policy applies to:

(i) the sending and receiving of SMS text messages by A customer of the company who is using a mobile service on the Optus Network

(ii) the sending and receiving of MMS multimedia messages by A customer of the company who is using a mobile service on the Optus Network, and

(iii) the use of Zoo and Wireless Internet.

(b) To ensure the availability of these value added service features to all eligible customers, if you are an excessive user of these value added service features we may request you reduce your use (outgoing or incoming messages, or uploading or downloading of data, as the case may be) of these value added service features. If usage continues at an excessive level, we may suspend your access to these value added service features.

(c) Further, for any specials relating to these value added service features, if you are an excessive user of these value added service features under the special we may request you to reduce your use (outgoing or incoming messages, or uploading or downloading of data, as the case may be) of these value added service features. For the period of the special, if usage continues at an excessive level,

we may bill you the standard rates for all messages or usage above the number or amount we consider as excessive usage.

(d) We consider 'excessive' use of:

(i) SMS to be usage of more than 500 SMS text message sent per month per service

(ii) MMS to be usage of more than 500 MMS messages sent per month per service,

(iii) MMS Video to be usage of more than 300 MMS Video messages requested per month per service,

(iv) Zoo via WAP CSD to be usage of more than 20 hours per month per service,

(v) Zoo via WAP GPRS to be usage of more than 5 megabytes downloaded per month per service,

(vi) Zoo via 3G to be usage of more than 5 megabytes downloaded per month, and

(vii) Zoo, for the Live TV Service, to be usage of more than 10 megabytes downloaded per month per service.

(viii) Zoo, for the PhoneBook Backup service, to be more than 5 backups per day per service

(e) The excessive use provisions of this clause 5 do **not** apply to:

(i) consumer or small or medium business Timeless Plan or Cap Plan customers who send SMS that qualify as a standard SMS to any Australian GSM mobile under that offer; or

(ii) consumer or small or medium business Timeless Plan customers who send MMS that qualify as a standard MMS to any Australian GSM mobile under that offer.

(f) Additionally, we may suspend your access to these value added service features without notice where we deem your use to be unreasonable. Without limiting the meaning of 'unreasonable', we supply the service and each of the value added services for the purpose of you:

(i) making calls from the receiving calls to your mobile phone, and

(ii) sending content from and receiving content to your mobile phone

on our network or the network of any supplier for your own personal or business use.

Please note that our right to suspend your access to these value added service features **without notice** under this clause overrides any requirement we may have to give you notice in other parts of the Standard Form of Agreement

(g) We consider your use of the service or a value added service feature, to be unreasonable if you:

(i) make or receive calls or send or receive content on our network or the network of any supplier other than for your own personal or business use, as described in paragraph (b) above,

(ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network or the network of any supplier, or

(iii) use the service (including any 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.

(h) We also consider your use of the service or a value added service feature to be unreasonable if you set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network or the network of any supplier.

(i) Where we deem your use unreasonable, we may bill you at the standard rates for all messages above the number defined as excessive usage.

6 PUSH TO TALK - EXCESSIVE USE

(a) As set out above, this policy applies to all Push to Talk usage. To ensure the availability of our services to all eligible customers, if you are an excessive user of Push to Talk we may request that you reduce your use of these calls (outgoing or incoming). If excessive use of Push to Talk continues following this request, we may charge any excess usage at your peak digital mobile voice calling rate.

(b) We consider 'excessive' use of Push to Talk to be more than 150 minutes of use per month per service on the daily fee.

(c) We consider 'excessive' use of Push to Talk to be more than 200 minutes of use per month per service on the monthly rate for Push to Talk Service.

(d) The excessive use provisions of this clause 6 do **not** apply to

(i) consumer or small or medium business Timeless Plan customers who use Push to Talk that qualify under that offer; or

(ii) small or medium business Timeless Plan customers who use Push to Talk that qualify under that offer.

7 WEB SMS, WEB MMS, SMS BROADCAST, ZOO (VIA WAP CSD, WAP GPRS OR 3G), WIRELESS INTERNET, BLACKBERRY FROM US OR MOBILEMAIL - ACCEPTABLE USE

(a) If you use Web SMS, Web MMS, SMS Broadcast, Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet, BlackBerry from us or any of MobileMail, MobileMail Corporate or MobileMail Business value added services, you must comply with this policy, which is designed to ensure your use of the service does not break any laws or interfere with the right of our other customers to use the service. If you fail to comply, we may suspend or cancel your use of the service or value added service feature.

(b) To the extent that your use of the service provides you with access to the Internet, you must be over the age of 18 years of age, or if you are not over 18 years of age, you must obtain the consent of a parent, teacher or other responsible adult prior to accessing the service.

(c) You must not use the service in a manner which interferes with the rights of other users. For example, you must not:

(i) provide false user information to us or other users,

(ii) send large amounts of unsolicited or unwanted emails or message to individuals or individual business accounts, or

(iii) gain access to a person's private information (or attempt to do so).

(d) In using the service, you must not break any laws or infringe the rights of other persons. For example, you must not:

(i) distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material,

(ii) defame, harass or abuse anyone or violate their privacy,

(iii) contravene any applicable laws,

(iv) distribute or make available material that is misleading or deceptive as to your identity,

(v) infringe any person's intellectual property rights,

(vi) monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so, or

(vii) interfere or disrupt the service, any computer system access through it or any other person's use of it.

(e) You must comply with any rules imposed by any third party whose content or service you access using the service.

(f) You may only use any content accessible through the service for personal and non-commercial purposes. You may not otherwise copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit such content in any form or by any method whatsoever. 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 the content provider.

(g) To detect and deal with breaches of this policy and to ensure compliance with any relevant industry code of practice, notification or direction by any relevant regulatory authority, we:

(i) will co-