



## Mobile Number Portability – Customer Authorisation Terms & Conditions

1. Switching (also referred to as "Porting") your Mobile Service Number (MSN) to AUSTAR Mobile is covered by the "Australian Communications Industry Forum, Industry Code - Mobile Number Portability ACIF C570 June 2001" ("MNP Code"), and any bilateral arrangements. Provided your MSN is capable of being switched, you may switch your MSN from your current Mobile Service Provider to AUSTAR Mobile if that MSN is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA. The terms of the relevant AUSTAR Mobile Standard Form of Agreement (SFOA), as current, and may vary from time to time, will apply to your use of the Service.
2. This Customer Authorisation is valid for 30 business days from the date shown on this Authorisation. "Business Days" means Monday to Saturday, excluding any declared Australian national holiday.
3. You acknowledge that:
  - (a) Only your MSN switches to AUSTAR Mobile. No existing Value Added Services with your current Mobile Service Provider will be transferred, which may result in the loss or the loss of access to these services, including voice mail, SMS, paging or facsimile services.
  - (b) You may have outstanding contractual obligations and costs owed to your current Mobile Service Provider.
  - (c) You may have an ongoing contract with your current Mobile Service Provider which requires the payment of cancellation and/or termination fees to that Mobile Service Provider if you switch to AUSTAR Mobile.
  - (d) Your current Mobile Service Provider may or may not disconnect your existing mobile service and value added services.
  - (e) If you are porting between GSM and any other mobile platform, you may need a new handset.
  - (f) If you currently have a pre-paid handset, you may need to get any SIM security or network locking removed by your current Mobile Service Provider or get a new handset.
4. You can only withdraw your authority to switch prior to the Port cut over Notification being received by AUSTAR Mobile from your current Mobile Service Provider.
5. AUSTAR Mobile does not warrant that it can switch your number from your current Mobile Service Provider. Your current Mobile Service Provider may reject the request to switch, if the information you provide is incorrect or does not match the data held by them. In this case, we reserve the right to correct the information and resubmit the request to switch or dispute the rejection by your current Mobile Service Provider. Additionally, in accordance with the MNP Code, a request to switch may be rejected if:
  - a) the request is for a non-switchable MSN; eg, cancelled MSN, Mobilesat or AMPS numbers.
  - b) the MNP Code requires the request to be rejected; or
  - c) AUSTAR Mobile cannot otherwise provide switching for that MSN in the circumstances.
6. If your number cannot be switched then you may accept a new donor number from AUSTAR Mobile .
7. AUSTAR Mobile does not warrant that your MSN will be switched to AUSTAR Mobile within any specified time frame. The Standard Hours of Operation under the MNP Code are AEST 8am to 8pm Monday to Friday and 10am to 6pm on Saturdays, excluding national public holidays. AUSTAR Mobile may be able to provide you with the facility to implement the Porting of your MSN(s) outside the Standard Hours under any Bilateral agreements that may exist from time to time.
8. Acting in accordance with the MNP Code and any other bilateral arrangements, in the event of a Port, Withdrawal or Reversal to your previous Mobile Service Provider, AUSTAR Mobile:
  - (a) is not responsible for any period of outage of your Mobile Service and/or any related or ancillary services; and
  - (b) to the extent permitted by law, including statutory warranties that apply under the Trade Practices Act, is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Port, Withdrawal or Reversal, including the negligent act or omission by AUSTAR Mobile.
9. If you wish to switch your MSN from AUSTAR Mobile to another Mobile Service Provider, then you must contact that other Provider.
10. AUSTAR Mobile reserves the right to charge to switch your MSN to or from AUSTAR Mobile.
11. Privacy Provisions

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

  - personal identifying details, including your name, current and previous addresses, driver's licence number, date of birth and employer;
  - the fact that you have applied for AUSTAR mobile service, and any credit limit on your account;
  - the amount of any payments which are overdue for at least 60 days, when steps have been taken by AUSTAR Mobile to recover those overdue payments;
  - where an overdue payment has been previously reported, advice that the payment is no longer overdue;
  - cheques or credit card payments which have been dishonoured;
  - court judgements or bankruptcy orders made against you;
  - that, in the opinion of AUSTAR Mobile , you have committed a serious credit infringement; and
  - when AUSTAR Mobile ceases to provide service to you.

You authorise AUSTAR Mobile to disclose the above information to a credit reporting agency. You also authorise AUSTAR Mobile to seek from, or give to, any credit providers nominated by you or named in a credit report, or to other telecommunications providers, and AUSTAR Mobile 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.

You authorise AUSTAR Mobile 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 AUSTAR Mobile service and your phone as a sole trader.) You authorise AUSTAR Mobile 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, eg, where the Service will be used for domestic purposes.

AUSTAR Mobile may refuse or cancel the Service on the basis of its credit assessment of you. This means you may be permitted to connect to one Service only or may not have access to some Services, eg, International Roaming. You are entitled to see, and to correct, any credit or personal information which AUSTAR Mobile holds about you.

You also authorise AUSTAR Mobile to provide your mobile service number to other telecommunications service providers to enable the transfer of your mobile service from one Mobile Service Provider to another, to allow call routing, and for prevention of fraud.