

## Critical information summary

This summary does not reflect any additional discounts, bonus data or promotions which may apply from time to time.

# My Plan Flex (Sept 2018 Promo)

Plan (Minimum term: 24 months)	\$45	\$65	\$85	\$105	\$125
Plan ID	801041 / 10890745	801042 / 10890755	801043 / 10890765	801044 / 10890775	801045 / 10890785
Minimum monthly charge	\$45	\$65	\$85	\$105	\$125
Data to share	4GB	20GB	50GB	200GB	200GB
Standard national calls and text	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Standard international calls and texts to 35 Selected Countries from Australia	-	-	Unlimited	Unlimited	Unlimited
Standard roaming calls and SMS for use while overseas (in Zone 1 countries)	-	-	-	Unlimited	Unlimited
Roaming data for use while overseas (in Zone 1 countries)	-	-	-	2GB	4GB
Maximum lease plan cancellation fee Does not include phone lease charges payable (see termination and cancellation charges)	\$540	\$780	\$1,020	\$1,260	\$1,500
Minimum total cost Does not include additional monthly phone lease charges	\$1,080	\$1,560	\$2,040	\$2,520	\$3,000

## Information about the service

### Eligibility

My Plan Flex is a mobile service connected to a mobile phone leased from us, available to new and recontracting services on selected phones (as advertised from time to time).

### Lease contract

You lease a mobile phone from us for at least 24 and no more than 26 months to use with your My Plan Flex plan, and pay us monthly lease charges (if any) in addition to your monthly plan fees. The plan ends in one of these ways: you cancel early (including by porting), you end the plan at the end of the 24-month term (or at any time in the two months after that) (including porting your number) or we end it early because you have breached the terms. If it does not end beforehand, the lease will automatically end at the end of 26 months from the start date.

### Termination and cancellation charges

If you cancel within the 24-month minimum term, you will be charged a lease plan cancellation fee prorated monthly for your remaining contract term, plus if the cancellation occurs:

- Within the first 12 months of your minimum term, you have to keep the phone, and you will also have to pay out the monthly lease charges (which will be increased by any monthly handset credit that would have applied if you did not cancel) for the remainder of the contract term.
- In the last 12 months of your minimum term, you can choose to keep the phone and you will be charged the fair market value of the phone (which we will advise at that time), or if you return the phone to us and it is undamaged we will charge you a \$99 early return fee and the lease plan cancellation fee for the remaining contract term.

If you cancel at the end of the 24-month contract (or at any time up to month 26), you must return the handset to us, and if the device is damaged, you will have to pay damage fees of up to \$229 or up to \$499 depending on the nature of the damage. Alternatively, you can make a fair market value offer to buy the handset. We will advise you what we consider fair market value to be at the time. If you don't cancel or return the phone by month 26, we will charge you the fair market value of the handset at that time. You will no longer pay lease charges for the phone, but we will continue to charge you the My Plan Flex plan fees until you cancel the service, or change plans or upgrade the phone.

### Flex upgrade

These plans include the option of upgrading early to a new phone on a new contract. After 12 months on these plans you have the option to pay a one-off fee of \$99, return the original mobile handset to Optus in good working order (damage fees apply if it is damaged) and recontract on a new eligible 24-month plan (either leasing a phone or purchasing one depending on the plan and phone you choose). You are under no obligation to use the Flex upgrade option.

### Returning or repairing the phone and damage fees

You can return the phone (plus documentation reasonably required) to us by using one of the methods we publish from time to time in 'return condition', which means in good working order, no SIM or memory card, a factory reset, and activation and device locking features disabled. If you don't do this, or if the phone is damaged, you will have to pay a damage fee of up to \$229 or up to \$499 (depending on the nature of the damage). If you fail to return the handset within 14 days of being required to do so, you must pay a non-return fee based on the fair market value of the handset (to be advised at the time). The phone can only be repaired by Optus or its approved repairers. If you get it repaired by an unauthorised repairer we may charge you damage fees when you return the phone to us.

### Device Protect Insurance

You can obtain our Device Protect Insurance. Please refer to the Device Protect Insurance PDS for more information [optus.com.au/insurance](http://optus.com.au/insurance)

### Included value

Monthly inclusions are set out in the table above and included usage types are outlined below:

- **Standard national calls and text**  
Included value can be used in Australia for calls, SMS and MMS to standard Australian numbers, calls to 13/1300/1800 numbers, voicemail retrievals/deposits and voicemail diversions.
- **Standard international calls and text from Australia**  
If you have a \$85, \$105 or \$125 plan, included calls, SMS and MMS can be used to standard numbers to the following countries: Brazil, Brunei, Cambodia, Canada, Mainland China, Colombia, Denmark, France, Germany, Greece, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Laos, Lebanon, Malaysia, Malta, Mexico, New Zealand, Norway, Poland, Romania, Singapore, South Korea, Sweden, Taiwan, Thailand, UK, USA, Vietnam (**Selected Countries**).

- **Data to share**

These plans share data within Australia. If you have more than one plan that data shares on the same billing account, the included monthly data allowance will combine into one Data Pool, which will be shared by all the plans that share data on that account. If you use more than your included shared monthly data we'll automatically give you another 1GB for \$10. If you use more than 150GB on a single billing account we may continue to charge you at the same rates or restrict your data until the next billing period. If you don't want to share data between your services, they will need to be on separate billing accounts. Data is counted in kilobytes, and includes uploads and downloads.

- **International roaming calls and text**

If you have a \$105 or \$125 plan you can use included roaming value while overseas in Zone 1 countries for calls to standard national and international numbers and SMS (excludes MMS). See section 'Using your service overseas' for additional information and [optus.com.au/zone1](http://optus.com.au/zone1) for a list of Zone 1 countries.

**What's not included**

Your monthly calls, text and data cannot be used overseas and do not include calls to directory assistance, video calling, premium numbers or content charges. For details of those charges please refer to your pricing plan in the Postpaid Mobile standard agreement found at [optus.com.au/sfoa](http://optus.com.au/sfoa)

Where your plan includes standard international calls, SMS/MMS, you can only use to Selected Countries. Calls outside of your inclusions or to excluded countries will be charged at standard international PAYG rates, see [optus.com.au/international](http://optus.com.au/international) for rates. Plans with roaming inclusions (if applicable) can only be used in Zone 1 countries and once you have exceeded any inclusions you will be charged at roaming rates. See [optus.com.au/zone1](http://optus.com.au/zone1) for more information.

**Special promotions and extras**

This summary may not cover all special promotions or optional extras you may select. Streaming and entertainment options are available and charges may apply depending on your plan. By signing up to a streaming or entertainment option, you agree that it is subject to change at any time. We will try to give you 21 days' prior notice of a change, however, this does not entitle you to terminate your plan. Streaming or entertainment options can be cancelled at any time; you just pay for these charges until the end of that bill cycle and your plan will continue for the rest of its term.

**Fair Go Policy**

Our Fair Go Policy's purpose is to ensure that all our customers can access our services, and don't use our services in a manner we consider 'unreasonable' or 'unacceptable', including, but not limited to 'non-ordinary' or 'commercial purpose use' of this plan. It also sets out your responsibilities when you use the internet, and confirms steps we may take to monitor and ensure compliance with this policy. For more information see [optus.com.au/fairgo](http://optus.com.au/fairgo)

## Information about pricing

See the table at the start of this summary for your plan pricing and minimum monthly charge. If you use your mobile for things not included in your plan or exceed your monthly data allowance, you'll have to pay more than your minimum monthly charge set out in the table at the start of this summary.

**Cancellation**

The maximum cancellation fees are described in the table at the start of this summary. These fees are payable in addition to any termination fees referable to the cancellation of your lease (see Termination and Cancellation Charges section).

**Plan changes**

You can change your plan during your contract term provided you move to another leasing plan launched after 4 December 2017 with a higher monthly access fee. You cannot change your plan during the contract term to a plan with the same or lower monthly access fee or a non-leasing plan. If you change your plan during your contract term a fee may apply and any device lease charges will remain the same.

**Billing**

- **Paper invoice fee**

You'll be charged **\$2.20** each month if you choose to receive a paper bill. To see your bills online, or request email billing go to [optus.com.au/myaccount](http://optus.com.au/myaccount)

- **Payment processing fee**

If you don't pay by direct debit (bank account or credit card) or BPay savings, a payment processing fee will apply.

For details go to [optus.com.au/payments](http://optus.com.au/payments)

- **Late payment fee**

If you don't pay your bill by its due date we may charge you a late payment fee.

## Other Information

**Tracking your spend**

We'll send SMS usage alerts once you've reached approximately:

- 50%, 85% and 100% of your included data
- Each time you incur charges of \$50 (inc GST) on services that aren't part of your plan's included calls, text or data
- 85% and 100% of any additional data that you've used above your standard plan inclusion each month
- When we automatically add an additional 1GB data for \$10 to your account

**You can monitor your unbilled usage by:**

- Downloading the My Optus App from [optus.com.au/myoptusapp](http://optus.com.au/myoptusapp)
- Visiting My Account at [optus.com.au/myaccount](http://optus.com.au/myaccount)

For more information about usage alerts see [optus.com.au/alerts](http://optus.com.au/alerts)

**Using your service overseas**

To use your mobile phone and roaming inclusions (if applicable) when you're overseas, you need to activate roaming if it's not already on. Check your roaming settings and turn roaming on/off using the My Optus App or My Account.

If you have a \$105 or \$125 plan it includes international roaming as described in the table at the start of this summary. You can only use your international roaming inclusions overseas in selected Zone 1 countries. You cannot use your plan's other call, text and data if you are overseas. If you are not in a Zone 1 country or exceed the data limit you will be charged at standard roaming rates for that country. These plans aren't compatible with travel packs.

If you have a \$105 or \$125 plan you cannot use your plan's monthly calls, text and data inclusions if you are overseas. You will be charged at standard roaming rates, or you can purchase a travel pack (only available for Zone 1 countries).

For the list of Zone 1 countries see [optus.com.au/zone1](http://optus.com.au/zone1) for information on roaming call rates and data rates.

**Customer Service**

You can use the My Optus App on your mobile to pay a bill, check your account balance and usage, chat to customer care and more. Download the My Optus App from [optus.com.au/myoptusapp](http://optus.com.au/myoptusapp)

**Customer complaints**

You can contact our complaint resolution area by calling us on **133 937** for consumer customers or **133 343** for small business customers. We encourage you to contact us first so that we can try to resolve your complaint straight away. If you're not happy with the outcome, you may also contact the Telecommunications Industry Ombudsman on **1800 062 058**.