

## Critical information summary

# \$59 Promo Flex

Plan ID: 800993/20395109

Unlimited standard national talk & text

10GB of data to share

Unlimited standard international text  
(to selected countries)

Available with selected handsets only  
Lease charges may also apply depending on the new phone you pick.

For use within Australia

## Information about the service

### Eligibility

Promo Flex is a mobile service connected to a mobile phone leased from us. This plan is available to new and eligible recontracting services with selected handsets (as advertised from time to time). Available through all channels including Retail, Online and Telesales. Existing customers cannot rate plan change to this plan. Customers cannot trade up or Flex Upgrade to this plan.

### Minimum term

It's available on a 24-month contract. The minimum total cost is **\$1,416** over 24 months (plus any specified monthly lease charges, depending on your choice of phone).

### Lease contract

You lease a mobile phone from us for at least 24 months and no more than 26 months to use with your Promo 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 that start date.

### Termination & cancellation charges

If you cancel within the 24-month minimum term, you will be charged an early termination plan fee pro-rated 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 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.

## Data usage in Australia

Monthly data inclusion	10GB
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### Unlimited usage types

Standard national talk, text & 1300/1800 numbers	UNLIMITED
Standard International SMS/MMS (to selected countries <a href="https://optus.com.au/international">optus.com.au/international</a> )	UNLIMITED
Voicemail retrievals/deposits & national diversions	UNLIMITED

### Things you'll be charged extra for

Directory Assistance 1223	50c per call
Standard national video calling	\$1.00 per minute plus 40c flagfall
124YES	90c per minute plus \$1.75 flagfall
International calls	See <a href="https://optus.com.au/international">optus.com.au/international</a>
International SMS (to excluded countries)	50c per text up to 160 standard characters
International MMS (to excluded countries)	75c per MMS
International video calling	\$1.50 per minute plus 35c flagfall
International diversions	'yes' International Rates. See <a href="https://optus.com.au/international">optus.com.au/international</a>
Premium talk and text to 19 numbers (e.g. competitions, TV voting, content)	Additional charges apply

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 Promo Flex plan fees until you cancel the service, or change plans or upgrade the phone.

### Flex Upgrade

This plan includes the option of upgrading early to a new phone on a new contract. After 12 months on this plan, 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. For further information see [optus.com.au/lease](https://optus.com.au/lease)

### Returning or repairing the phone & 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](https://optus.com.au/insurance)

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## Data to share

These plans share data within Australia. If you have more than one eligible 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 eligible plans that share data on that account. If you use more than your included data (either on the handset or any connected handset/mobile broadband device) 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 next billing period. Any unused data expires at the end of each billing month. 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.

## Bundling arrangements

You don't need to bundle this plan with any other Optus service. However, you might be able to get additional discounts if you have another Optus Service.

## Special promotions and bolt-ons

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 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](https://optus.com.au/fairgo)

## Information about pricing

### Minimum monthly charge

**\$59** per month plus any phone lease charges depending on the phone you choose to lease from us.

### Cancellation

The maximum cancellation fee for this plan is **\$708** plus any termination fees referable to the cancellation of your lease (see above).

### Plan changes

You can change your plan during your contract term provided you move to an in-market Promo Flex or My Plan Flex leasing plan 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 to a non-leasing plan. If you change your plan during your contract term a fee may apply and any handset repayments and device credits 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](https://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](https://optus.com.au/payments)

### Late payment fee

If you don't pay your bill by its due date we may charge you a late fee. For more information please see [optus.com.au/standardagreements](https://optus.com.au/standardagreements)

## Other information

### Tracking your spend

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

- 50%, 85% and 100% of your included shareable data.
- Each time you incur charges of \$50 (inc GST) on services that aren't part of your plan's included standard national and international minutes or data.
- When you've reached 85% and 100% of any additional minutes or 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:

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

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

### Using your service overseas

To use your mobile phone and any applicable roaming inclusions 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 My Optus app or My Account.

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](https://optus.com.au/zone1) for information on roaming call and data rates.

### Customer service

You can use 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](https://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**.