

## Critical information summary

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

# \$69 My Promo Flex

Plan ID: 801097/11025035

Plan (Minimum term: 24 months)	\$69
Plan ID	801097/11025035
Minimum monthly charge	\$69
Data to share	100GB
Standard national calls and text	Unlimited
Maximum lease plan cancellation fee Does not include phone lease charges payable (see termination and cancellation charges)	\$828
Minimum total cost Does not include additional monthly phone lease charges	\$1,656

## Information about the service

### Eligibility

Promo Flex is a mobile service connected to a mobile phone leased from us. Prior to 11 February 2019, this plan was available to new and eligible recontracting services with selected handsets (as advertised from time to time). From 11 February 2019, this plan is only available to existing Postpaid Mobile customers connecting a new service with selected handsets. Existing customers cannot rate plan change to this plan. Customers cannot trade-up or Flex Upgrade to this plan.

### Lease contract

You lease a mobile handset 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 mobile handset, 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 mobile handset and you will be charged the fair market value of the mobile handset (which we will advise at that time), or if you return the mobile handset 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 mobile handset, but we will continue to charge you the My Plan Flex plan fees until you cancel the service, or change plans or upgrade the mobile handset.

### Flex upgrade

This plan includes the option of upgrading early to a new mobile handset 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 mobile handset or purchasing one depending on the plan and mobile handset 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 mobile handset (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 mobile handset 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 mobile handset 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)

### 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.
- **Data to share**  
This plan shares 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.

## 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](https://optus.com.au/sfoa)

## 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](https://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 to any My Promo Flex plan during your contract term provided you move to another My Promo Flex 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. If you change your plan during your contract term to an ineligible plan, you may lose any applicable access fee discount and a fee may apply. If you are paying a handset off over time, any lease device 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](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 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; and
- 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](https://optus.com.au/MyOptusApp)
- Visiting My Account at [optus.com.au/myaccount](https://optus.com.au/myaccount)

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

### Using your service overseas

You cannot use your included calls and data if you are overseas. If you want to use your mobile phone when you're overseas you'll need to activate roaming if it's not already on. You can check your roaming settings and turn it on/off using the My Optus App or My Account:

- You will be charged at standard roaming rates for your mobile; or
- You may be able to purchase a travel option (note, these are only available for certain countries).

To avoid surprises, see [optus.com.au/travel](https://optus.com.au/travel) for information on roaming call rates and data rates, tips on how to control your spend and details on our travel products.

### 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](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**.