

Standard Form of Agreement – Appendix ii**Optus Zoo Terms & Conditions****Optus Zoo General:**

1. You agree that ACN Pacific Pty Limited ("ACN") will charge you, and that you will pay for, all content, subscription services and downloads requested by you from any Optus Zoo website or portal.
2. ACN and Optus accept no liability for any loss or damage as a result of a delay in receiving Optus Zoo content or not being secure or not received. Content may be suspended, changed or terminated without notice.
3. The Optus Zoo content may only be used by you for personal and non-commercial purposes and not otherwise copied, published, republished, re-distributed, re-communicated or otherwise commercially exploited in any form or by any method whatsoever.
4. ACN and Optus will endeavour to provide current, accurate information but makes no warranty regarding the timely delivery, currency or accuracy of any information provided to you as part of the Optus Zoo updates service.
5. You should not rely on any information provided to you as part of the Optus Zoo service without independent advice.
6. ACN and Optus will not be liable (to the extent permitted by law) for any loss or damage suffered or incurred, directly or indirectly, as a result of reliance upon any information received.
7. Material contained in Optus Zoo may be considered offensive and may not be suitable for minors and others. ACN and Optus will not be liable for content customers may find offensive or explicit. Use of Optus Zoo services, including content from third-party suppliers, is solely at your undertaking.
8. Optus Zoo customers will be issued with a one-off password. You must keep your password safe and not disclose it to anyone. ACN and Optus Mobile will not be liable for any loss or damage you suffer as a result of not keeping your password confidential.
9. Optus has sourced the Optus Zoo content from third party suppliers and Optus and ACN make no representation or warranty: about the operation, functionality or features of the content: or in relation to the compatibility of the content with any other software or equipment; or that the content will be free of all defects, errors, viruses, bugs or similar harmful device.
10. Optus Zoo content, subscription services and downloads are only available to Optus Mobile Digital customers and participating Service Providers' customers (unless otherwise stated) with compatible handsets.
11. When downloading Optus Zoo content (except Mobile Games) via WAP, the cost of the content and the WAP standard charges according to your service plan will apply irrespective of whether the download is successful.
12. You are only entitled to purchase up to \$100 per calendar month of Content. This \$100 limit does not apply to any usage or carriage charges associated with the delivery or request of Content over GPRS or CSD. You can contact ACN to change the \$100 amount you are entitled to purchase.

WAP GPRS or WAP CSD Service

1. The WAP (Service) is only available within Australia to ACN, Optus, Optus Pre-Paid and other participating Service Provider Customers with GPRS or CSD compatible Optus approved mobile phones or devices.
2. Customers must be provisioned for WAP GPRS or WAP CSD Service.
3. The Service is not available on Optus Mobile CDMA or Optus MobileSat Services.
4. ACN or Optus may suspend, change or terminate the Service in whole or part at anytime without notice to you.
5. ACN and Optus only guarantees WAP security for Optus authorised applications and services on Optus Zoo.
6. Location based services are not available on the WAP GPRS service.

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7. ACN and Optus will automatically disconnect customers from the service after 1 hour of non-use and a flagfall will be charged for reconnection to the service.
8. If you decide to port away from ACN, any ACN service previously provisioned will be unavailable from the time of the successful port.

Optus Zoo via WAP

1. Available to ACN customers with compatible handsets. To view compatible handsets, log into Optus Zoo at <http://mobile.optuszoo.com.au/resell/?rid=acni> and visit the 'Handset Compatibility' page under 'My Mobile' - 'About Optus Zoo' link.
2. Your service must be provisioned for the WAP GPRS or WAP CSD Service.
3. When downloading Trutones, Sound FX, Wallpapers, Screensavers & Polyphonic Ringtones via WAP, the cost of the Content and the WAP Standard GPRS or WAP CSD charges according to your service plan will apply irrespective of whether the download is successful or not.

Optus Zoo Voice Portal (966)

The Optus ZOO Voice IVR Portal ("Service") is available to ACN customers that are active on the Optus mobile digital network.

You must dial 966 from your mobile handset to be connected to a voice IVR platform to listen to content and purchase content. Available content includes but is not limited to horoscopes, news, sport, weather, cricket match information and ringtones.

Calls to 966 will be charged at 30 cents per 30 seconds. No flagfall applies. Content charges also apply. Data transfer charges apply to some downloads.

1. Available to ACN customers with compatible handsets. To view compatible handsets, visit <http://mobile.optuszoo.com.au/resell/?rid=acni> and log into Optus Zoo (search under My Mobile - About Optus Zoo - Handset Compatibility).
2. Content is charged at \$1.50, \$2.95, \$4.50, or \$5.50 depending on content purchased.
3. If purchasing Trutones, & Polyphonic Ringtones you must be provisioned for WAP GPRS or WAP CSD. The cost of the WAP Standard GPRS or WAP CSD charges according to your service plan will apply irrespective of whether the download is successful or not.
4. Complimentary services and downloads may be offered on 966 from time to time. Customers accessing complimentary services will still be charged at 30 cents per 30 seconds (unless otherwise stated on 966) and any downloadable content such as trutones, polyphonic ringtones, mobile games, wallpapers and screensavers will still involve standard WAP GPRS or WAP CSD charges according to your service plan.
5. Check handset compatibility by logging into Optus Zoo at <http://mobile.optuszoo.com.au/resell/?rid=acni> and visit the 'Handset Compatibility' page under 'My Mobile' - 'About Optus Zoo'.

SMS Updates:

1. Available to ACN customers with compatible handsets who have registered for Optus Zoo. To view compatible handsets, log into Optus Zoo at <http://mobile.optuszoo.com.au/resell/?rid=acni> and visit the 'Handset Compatibility' page under 'My Mobile' - 'About Optus Zoo'.
2. You may be able to receive Optus Zoo updates (SMS) service outside of Australia, but availability and price of the service is subject to the local partner carrier support of an SMS service.

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1. Available to ACN customers with compatible MMS handset who have registered for Optus Zoo. To view compatible handsets, log into Optus Zoo at <http://mobile.optuszoo.com.au/resell/?rid=acni> and visit the 'Handset Compatibility' page under 'My Mobile' – 'About Optus Zoo'.
2. Optus Zoo My multimedia updates (MMS) are not available outside of Australia.

SMS

1. Optus Zoo SMS and Send SMS via the web, Email Alerts (SMS) & SMS to group are charged at 25¢ per message sent of 160 characters per recipient.
2. SMS to e-mail is charged at 25¢ per message of 160 characters for messages sent to up to 20 individual email addresses.
3. SMS messages are charged regardless if successfully delivered or not.
4. Your phone must be SMS compatible.
5. You acknowledge that the ACN number you have nominated for Optus 'Send SMS via the web' will appear in the messages you send.
6. It may take up to 8 days from the original send date for message charges to be applied.

Optus Web SMS Acceptable User Policy

The Optus Web SMS Acceptable Use Policy is set out below. Please read it carefully. If you use any Optus Web SMS service ('Service'), you must comply with the Acceptable Use Policy. If you fail to comply, ACN and Optus Mobile may suspend or terminate your use of the Service. The Acceptable Use Policy is designed to ensure that your use of the Service does not break any laws or interfere with the right of other Optus Web SMS customers who also to use the Service. ACN and Optus Mobile may change this Policy from time to time. You must check the Policy regularly to ensure that you are aware of your obligations.

You must not use the Service in a manner which interferes with the rights of other users. You must not:

- i. provide false user information to ACN and Optus Mobile or other users; or
- ii. send large amounts of unsolicited or unwanted SMS messages to individuals or individual business accounts; or
- iii. gain access to a person's private information (or attempt to do so).

In using the Service, you must not break any laws or infringe the rights of other persons. For example, you must not send messages that:

- i. are indecent, obscene or otherwise offensive;
- ii. defame another person;
- iii. contravene any applicable laws;
- iv. are misleading or deceptive as to your identity.

To detect and deal with breaches of the Acceptable Use Policy, ACN and Optus Mobile may take the following actions:

- i. Optus Mobile will co-operate with other carriage providers to control unacceptable user behaviour.
- ii. ACN and Optus Mobile may give details of users who are suspected of breaking any laws in connection with the Service to the police and to other law enforcement agencies.

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- iii. ACN and Optus Mobile may implement technical mechanisms to prevent behaviour which breaches this Policy (for example, which block multiple postings before they are forwarded to their intended recipients).
- iv. ACN and Optus Mobile may exercise any rights it has under its contract with the customer whose account is being used in breach of this Policy. Such rights include the right to suspend or terminate the customer's use of the Service.
- v. ACN and Optus Mobile may take any other action it deems appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

SMS Games and Chat:

- 1. Available to ACN customers with SMS compatible mobile phones.
- 2. All SMS Games and Chat are charged on sending, including those messages
 - a. sent to initially register for the service or to re-register following "exit" from the service and
 - b. not delivered or ignored by the receiving SMS Chat User.
- 3. You will be charged 25¢ per message sent of up to 160 characters. It may take up to eight days from the original send date for the message charges to be applied.
- 4. ACN and Optus accepts no liability for any loss or damage for your use of SMS Games and SMS Chat services and bears no responsibility for message content and recommends that you do not disclose your personal details (including your mobile number).
- 5. Optus SMS Fair Go™ Policy applies.

MMS, Video MMS and Email MMS:

- 1. MMS, MMS Video and Email MMS ("MMS Messages") services are available to ACN customers with compatible handsets activated for MMS.
- 2. MMS Messages sent from your handset are 50¢ per message per recipient for messages sent in Australia. International MMS is charged at 75¢ per message per recipient. MMS charges are not included in included call allowances unless your service plan states otherwise. MMS charges apply whether or not the MMS Message is successfully delivered.
- 3. MMS Messages cannot be sent to non-compatible handsets or (for MMS Video only) to email addresses. If you send an MMS Message to a non-MMS compatible handset, the message recipient will be sent an SMS message with details of how to access MMS Message from the Optus Zoo website. You will still be charged for sending an MMS Message.
- 4. ACN and Optus accepts no liability for any loss or damage as a result of a delay in receiving an MMS Message or not being secure or not received. Services may be suspended, changed or terminated without notice. Image content may vary from examples shown on handsets. Image quality may be less than examples shown on handset screens. The recipient can access the message via the website for up to 30 days before deletion by Optus.
- 5. Recipients of MMS originating messages must be within the coverage of their participating supplier's cellular network to receive an MMS or SMS message on the screen of their phone. If a recipient's phone is turned off, or out of coverage, the MMS or SMS message will be resent for up to 7 days (after which it will be deleted) or until the message is received.
- 6. Optus will make available to ACN customers' storage space on the Optus Zoo website for storage of MMS content. To access these Albums (MMS) you must register for Optus Zoo. Optus will limit the space available to you. Optus may vary this limit from time to time. Optus may, at its discretion, delete content you have placed on the Album (MMS) website.

Standard Form of Agreement – Appendix ii**MMS Video News, Video Movie Trailer, MMS Webcams, MMS Email Alerts & MMS Premium**

1. Service is available to ACN customers activated for MMS with an MMS compatible handset and who have registered for Optus Zoo. Customers cannot receive the service outside Australia.
2. Optus MMS Video News, Video Movie Trailer, MMS Webcams, MMS Email Alerts & MMS Premium is charged at 25¢ per requested message.
3. Links to additional information embedded in the messages may be available and accessible by you using Wireless Application Protocol (WAP). You will be charged for WAP usage according to your service plan.
4. Service information may only be used by you for personal and non-commercial purposes and not otherwise copied, published, republished, redistributed, re-communicated or otherwise commercially exploited in any form or by any method whatsoever.

TV and Video Wraps

1. Live TV and Video Wraps (the "Service") is available to ACN customers with GPRS and Video compatible network approved mobile phone or devices. To view compatible handsets, log into Optus Zoo at <http://mobile.optuszoo.com.au/resell/?rid=acni> and visit the 'Handset Compatibility' page under 'My Mobile' – 'About Optus Zoo'.
2. Your service must be provisioned for WAP GPRS and you must have correct video settings on your handsets.
3. Video Wraps sent will be charged at 25¢ per wrap plus standard WAP GPRS charges will apply according to your service plan.
4. ACN and Optus may suspend, change or terminate the Service in whole or part at anytime without notice.
5. ACN and Optus accepts no liability for any loss or damage as a result of a delay in receiving the Service or not being secure or not being received. Additionally ACN and Optus do not guarantee the quality or availability of the Service.
6. ACN and Optus do not accept any liability for the incompatibility of the Service with any mobile phone or device. Please note that the Service may not work correctly if the manufacturer's installed video player is removed or replaced.
7. Service information may only be used by the Customer for personal and non-commercial purposes and not otherwise copied, published, republished, redistribution, re-communicated or otherwise commercially exploited in any form or by any method whatsoever.

Free TV Trial

1. The Live TV Free Trial (the "Offer") is a special promotion valid until the December 31, 2006 unless withdrawn earlier.
2. The Offer applies to WAP GPRS usage incurred streaming Live TV but excludes any Video Wrap content.
3. ACN and Optus reserves the right to withhold the Offer from any customer using the Service in a manner deemed unreasonable or excessive as per the Optus Mobile Fair Go Policy. Optus currently considers 'excessive' use of WAP GPRS for Live TV streaming to be usage of more than 10Mb downloaded per month per service (SIM).

SIM Backup

1. The service is available to ACN customers with compatible handsets and compatible SIMs.

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2. The SIM Backup service only saves a contact's primary number details stored on your SIM card.
3. When overseas SMS charges will apply if you update contacts on your SIM card.

MobileMail Internet

1. MobileMail Internet is available to ACN customers within Australia.
2. Usage charges for MobileMail Internet are not included in any service plan's included call allowances.
3. The MobileMail Internet service in whole or part may be suspended, changed or terminated at any time without notice.
4. MobileMail Internet customers indemnify ACN and Optus against any loss or damage suffered or incurred directly or indirectly, as a result of reliance upon any information received on the MobileMail service.
5. (For GPRS usage) You will be disconnected from the service after 1 hour of continuous non-use and you will be charged an additional flagfall when you reconnect. If your connection to the Service is active at midnight, you will be charged an additional flagfall. You must comply with the Optus Mobile Acceptable User Policy.
6. If a customer switches their mobile number to another provider, from ACN, any ACN value-added service, such as MobileMail Internet will be unavailable.
7. Prices are inclusive of GST.

Voicemail

1. When a caller leaves a message on Voicemail the network attempts to send a 'message waiting indicator' to your phone (some older style phones may not support this indicator).
2. If your phone is not within coverage or turned off, the network will continue to send the message waiting indicator for a period of up to 7 days or until the message waiting indicator is received by the phone.
3. Voicemail messages are stored on the network for:
 - o 7 days if you have heard (read) the message; or
 - o 14 days if you have not heard (read) the message.
4. Voicemail provides you with a Wake Up/Reminder Call feature which allows you to request your Voicemail box to call a specified number at a specified date and time. The Wake Up/Reminder Call received will be a recorded voice announcement indicating the date & time. Wake Up/Reminder calls can be sent to PSTN or Australian mobile numbers within Australia. There are some exceptions including 13, 1300, 1900 and emergency services numbers. You may only have two outstanding Wake Up/Reminder Call requests at a time. These two requests must be to the same phone number. Each request may be for recurring Wake Up/Reminder calls or a one off call.
5. If you connect to 321 Voicemail the Voicemail Call Return feature will be available to you. This feature allows you to return a call without exiting the Voicemail box. This is only available when you access your Voicemail boxes from your mobile phone. This feature is based on the ability of the Voicemail box to capture the caller's telephone number; to record a number entered by the caller; and to allow the caller to enter a telephone number to return the call.
6. The caller's telephone number will not always be captured by the Voicemail box including when:
 - o The caller's line has a temporary (call by call basis) or permanent (including a silent line or when the caller's supplier does not provide the CLI facility) block on sending CLI.
 - o The call was from a phone outside Australia;
 - o The call was from a payphone;
 - o The number was overridden by a number entered by the caller.
7. When the Voicemail Call Return call is completed, you will still be connected to the Voicemail box and so can continue to access remaining Voicemail messages.

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8. Some numbers, when entered by the caller or the customer, will not be accepted as Call Return numbers including international numbers, 13, 1300, 1900 and emergency services numbers.
9. Voicemail Call Recall sends a short text message including the caller's phone number to a your mobile service (some older style phones may not support this feature) indicating someone called but did not leave a message.
10. A Voicemail Call Recall message will only be sent to your mobile phone when:
 - o The caller was diverted to VoicemailVoicemail; and
 - o The caller's number was captured via Call Line Identification and the caller hangs up without recording a message (i.e. before or within 1.5 seconds of the recording tone).
11. The charges for your calls to and from the Voicemail box (including Group Voicemail) are as per your service plan charges.
12. Voicemail calls to request or edit a Wake Up/Reminder Call are charged as normal mobile calls to retrieve Voicemail.
13. You will be charged the standard charge for the type of call made to send the Wake Up/Reminder Call, e.g. the charge for a local call, national call, call to mobile, etc.
14. For Voicemail Call Return calls you will be charged the standard Voicemail airtime charge above plus charges for the type of call made using Voicemail Call Return, eg. the charge for a local call, national call, call to mobile etc.
15. Calls to redirect (or otherwise process) SureFax faxes are charged as normal calls to retrieve Voicemail.
16. The system-generated call from your Voicemail box to send any SureFax faxes to the facsimile number specified by you will be charged the standard charge for the type of call made eg. a local, national, or international call.
17. Calls diverted to Voicemail will be charged the standard charge for diversion.
18. For the purpose of calculating the charge of a call type dependent on distance, the location of the your Voicemail box is used not the you phones location when making the call
19. If a you decide to port away from ACN, any ACN service previously provisioned will be unavailable from the time of the successful port. This includes all SMS and Voicemail messages whether pending or stored.
20. Availability of Voicemail services is subject to handset compatibility.

FindA Services

The Optus FindA Services include FindMe, FindPlace, FindNearby and Directions which are value added services available for use by ACN customers on the Optus GSMNetwork.

To use the Optus FindA Services you must have a service provisioned with data access and a handset compatible with the Optus FindA Services. The standard Optus FindA Services are charged 55¢ for 20 minutes usage.

In addition, you will pay your standard WAP/GPRS charges according to your service plan. The Optus FindA Services are not provided as part of an included call allowance within any ACN service plan. Each Optus FindA service is charged separately. The Optus FindA Services content and pricing may change at any time and you may cancel your subscription to these services.

Some maps and content may not be compatible with all mobile phones. When you are using the Optus FindA Services, ACN and Optus ensures your location information is protected as per Optus' privacy policy. Within FindMe and FindNearby, all maps and directions provided are approximate based on the user's current estimated location at the time of the request however accuracy cannot be guaranteed. When choosing Directions from within FindMe, the start point is populated by the user's current estimated location, the accuracy of which cannot be guaranteed. All maps and directions provided are approximate and based on the address(es) provided by the user in the Place, To and From fields as part of the FindPlace and Directions services.

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You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this content in any way. The maps, directions and content within the Optus FindA Services may not be used for commercial purposes.

The Optus Fair Go™ Policy applies to excessive use of the FindA Services.

Mobile Instant Messaging (Mobile IM)

Mobile Instant Messaging (Mobile IM) is a value added service only available for use by ACN customers on the Optus GSM network. You must also have a pre-existing IM account with an IM Provider with whom Optus has an agreement to use the Mobile IM Service.

To use the Mobile IM Service you must have a service provisioned with data access and be using a handset model that is compatible with the Optus Mobile IM client. The Optus Mobile IM client may be pre-installed on your ACN mobile handset or downloaded to your handset from the Optus Zoo Service.

IM delivery success, IM delivery time and session initiation times may vary.

You may not modify or copy the IM software in whole or in part, not inspect, disassemble, de-compile or reverse engineer the IM software; tamper with, bypass or alter the security features; or separate any components or modules contained in the IM software or system and/or use them independently.

You must ensure that the IM software is only used by you and authorised users of your ACN Mobile Service and only on the equipment approved by ACN and Optus.

Mobile IM is charged at \$95¢ a day for every day you use the IM Service.

You will pay standard data charges according to your service plan to navigate to the Optus Mobile IM Client download page on the Optus Zoo service. Downloading of the Optus Mobile IM Client is free of charge.

Where Optus Mobile IM is available overseas, you will be charged data roaming rates per kilobyte in addition to the standard IM Service charges for use of the Mobile IM Service.

The Optus Fair Go™ Policy applies to excessive use of the Mobile IM Service.