

Supplementary Terms and Conditions for Porting

Mytel's Standard form of Agreement (SFOA) describes the general terms and conditions under which Mytel offer you, the customer, goods and services. The definitions supplied in the SFOA apply to this document.

The Porting Service is offered to you in accordance with the SFOA and the supplementary terms and conditions as stated in this document. Your request of the Porting Service constitutes acceptance of both the SFOA and supplementary terms and conditions in this document and other supplementary terms and conditions where applicable.

The following Terms and Conditions form an Addendum to the SFOA and are specific to the Porting Service.

1. General Porting Terms

- 1.1. Section 1 applies to Porting of all numbers. These terms are in addition to Additional clauses that relate to Local Number Porting can be found in section 2. Additional clauses that relate to porting 1300/1800 Services can be found in section 3.
- 1.2. Mytel provides no guarantee that it can port your telephone number from your current Service Provider. Your current Service Provider may reject this port request if the information you provide is incorrect or does not match the data held by them. In this case you authorise Mytel to correct the information and resubmit the request to port your telephone number or dispute the rejection by your current Service Provider. A porting request may also be rejected for other reasons as stated in the applicable Industry Codes and this form.
- 1.3. Mytel provides no guarantee that the telephone number will be ported within any specified timeframe. Porting Hours of Operation are 9am to 5pm AEST/AEDST Monday to Friday, excluding National Public Holidays. If a port request is rejected and needs to be resubmitted, the cutover date needs to be updated to reflect the new submission date.
- 1.4. You can only withdraw your authority to a port for a maximum of two business days after the submission date.
- 1.5. In the event of a port, withdrawal or reversal, Mytel is not responsible for any period of outage.
- 1.6. You may have outstanding contractual obligations and / or costs owed to your current Service Provider. It is your responsibility to determine if those obligations and / or costs exist and make arrangements to satisfy them. Mytel is not liable for any such costs.
- 1.7. If you would like to port your services or those provided to you by Mytel to another Provider, you will need to contact the other Provider to pursue this.
- 1.8. Mytel reserves the right to charge a fee for porting your telephone number to or from Mytel. Not all numbers can be ported to or from Mytel, and the right is reserved for Mytel to reject any porting request.
- 1.9. Your ported number is not regarded as your included Direct In-Dial number (DID) and accordingly will incur a monthly DID fee.
- 1.10. If your request for porting of telephone number is rejected by your current Service Provider, you have a maximum of 10 business days after being notified of the rejection to resolve the issue with your current Service provider and request a resubmission of the port. After this period, the porting process will be closed and you will need to submit a new Porting Authority form to request the port.

2. Additional clauses for Local Number Porting.

- 2.1. Section 2 applies to all Local Number Porting requests.
- 2.2. Telephone numbers can only be ported to Mytel whilst the account with the losing Provider is active. A telephone number associated with a suspended or disconnected account with your current Service Provider cannot be ported and any associated porting requests will be rejected.
- 2.3. Value added services such as duet services and line hunt associated with the telephone number(s) being ported will result in the rejection of the port.
- 2.4. The porting of any of the telephone number(s) listed on this form may be rejected due to pending service activity on the line(s). Mytel accepts no responsibility for any loss of income or business as a result of a port being rejected.
- 2.5. Only your telephone number will be transferred to Mytel. This may result in the loss of any Value Added Services that are associated with the service provided by your existing Service Provider (e.g., Voicemail, Digital Subscriber Line).
- 2.6. You may not be able to port your number if moving to a different geographical location.

3. Additional clauses for 1300/1800 Service Porting

- 3.1. Section 15.2 applies to porting of 1300/1800
- 3.2. The Porting of your 1800 or 13/1300/1800 service will be conducted in conjunction with Industry Numbering Management Services Ltd (INMS). The INMS is a not-for-profit company which has been established by a number of Carriage Service Providers (CSP) to facilitate number portability of 1800 and 13/1300/1800 telephone services. The Australian Communication Authority (ACA) under s 467 of the Telecommunications Act 1997 (the Act), from 16th November 2000, will allow INMS to manage the pool of portable free phone/local rate numbers declared in writing by the ACA under s 11.10 of the Telecommunication Numbering Plan 1997.
- 3.3. If you wish to Port your Service Number from Mytel to another Supplier, then you must contact that other supplier. Porting from Mytel to another Supplier will be conducted in accordance with the INMS business rules and any other bilateral arrangements.
- 3.4. In accordance with the INMS business rules, a request for porting is deemed invalid if:
 - i. Mandatory information supplied is illegible, inaccurate or missing;
 - ii. The Port Authority Form is not signed by an authorised person;
 - iii. The Port Authority Form is not dated;
 - iv. The date of the Port Authority Form is more than 30 days before the porting request is sent by Mytel Voice and Data Pty Ltd via INMS to the donor of the number.