

You may ask for additional time to pay. Any request should be made to me as soon as possible, and no later than 28 days after the date this Notice is given.

If the penalty is paid

If you pay the penalty specified in this Infringement Notice within the time for payment (being 28 days after the date on which this Infringement Notice is given, or, if applicable, within the longer period allowed under subparagraph 572F(1)(d)(ii) of the Act) and the Infringement Notice is not withdrawn, the matter will not be dealt with by the Federal Court under Part 31 of the Act. Your liability for the alleged contraventions, the subject of this Infringement Notice, will be discharged. No further proceedings will be taken with respect to the alleged contraventions.

Payment does not equate to a finding that the contravention occurred. Payment is not an admission of liability.

If the penalty is not paid

If you do not pay the penalty within the time for payment, the ACMA may take action for the alleged contraventions.

That action may include the institution of civil penalty proceedings in the Federal Court. The penalties that the Court can impose are potentially significantly higher than that in an infringement notice (see section 570 of the Act).

Withdrawal of the Infringement Notice

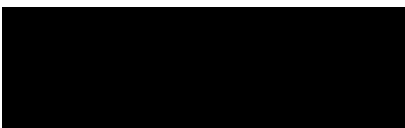
The ACMA may withdraw this Infringement Notice. It may do so of its own volition or upon your request. To be effective, the withdrawal must occur within 28 days after the Infringement Notice was given.

If you wish to apply for withdrawal of the Infringement Notice, you should write as soon as practicable setting out the basis/reasons for the request. Your application should be addressed to me in the first instance.

If the Infringement Notice is withdrawn after the penalty is paid, the penalty will be refunded.

Please note that if this Infringement Notice is withdrawn, the ACMA may consider taking Court action for the alleged contravention, the subject of this Infringement Notice.

DATE: 14 December 2023



Jeremy Fenton
A/g General Manager
Consumer Division
Australian Communications and Media Authority

Schedule 1

Details of the alleged contraventions

In accordance with section 572F of the Telecommunications Act (the Act), brief details of the contraventions are set out below.

Background

1. Optus is an Australian proprietary company, limited by shares, with a registered office at 1-7 Lyonpark Road, Macquarie Park NSW 2113.
2. On 25 September 2023, the ACMA commenced an investigation into whether Optus had contravened subsection 101(1) of the Act by failing to comply with the IPND service provider rule at subclause 10(2) of Schedule 2 to the Act.

Matters giving rise to the Notice

3. Optus is a CSP within the meaning of section 87 of the Act.
4. The IPND is a database containing public telephone numbers used by end-users in Australia. It is managed by Telstra (the **IPND Manager**), as required by section 10 of the *Telecommunications (Carrier Licence Conditions - Telstra Corporation Limited) Declaration 2019 (Telstra Licence Conditions)* (see also section 63A of the Act). It is used for critical purposes such as the emergency call service, the emergency alert system and investigations by law enforcement.
5. The service provider rule at subclause 10(2) of Schedule 2 to the Act requires that, where a CSP supplies a carriage service to an end-user that has a public number, the CSP must give the IPND Manager such information as the IPND Manager reasonably requires to meet its obligation to provide and maintain an IPND.
6. The information which the IPND Manager requires from CSPs to fulfil its IPND obligations includes information specified in the Telstra Licence Conditions and the Integrated Public Number Database (IPND) Data User and Data Providers Technical Requirements for IPND. These include, among other things, the public number, customer name, customer address, the name of the CSP providing the service and a list status code indicating whether the service is listed or unlisted.
7. Information obtained from Optus showed that it did not provide customer data to the IPND for public numbers supplied to customers under the Coles Mobile and Catch Connect brands associated with 91 of its active carriage services on dates between 9 January and 16 February 2023 (inclusive) as set out at Schedule 2.
8. Therefore, the ACMA has reasonable grounds to believe that Optus has contravened the service provider rule at subclause 10(2) of Schedule 2 to the Act on dates between 9 January and 16 February 2023 (inclusive) as set out at Schedule on 91 occasions.
9. Subclause 10(2) of Schedule 2 to the Act is a listed infringement notice provision for the purposes of section 572E of the Act¹ (see the [Telecommunications \(Listed Infringement Notice Provisions\) Declaration 2022](#)).

¹ The provision had been a listed infringement notice provision for more than three months before the alleged contraventions took place.

10. The dates and public numbers associated with the services relevant to the alleged contraventions are set out in Schedule 2 to the Infringement Notice.
11. In contravening subclause 10(2) of Schedule 2 to the Act, Optus has also contravened subsection 101(1) of the Act, which requires a CSP to comply with the service provider rules.
12. Subsection 101(1) of the Act is a civil penalty provision, as per subsection 101(3) of the Act.

The amount of the penalty

13. The total penalty specified in the Infringement Notice is \$1,501,500 calculated in accordance with section 572G of the Act, as shown in the table at Schedule 2 below.

Schedule 2

Penalties for alleged contraventions of subsection 101(1) of the Act

	Public number associated with a service for which customer data was not supplied to the IPND Manager	Date of alleged contravention	Date on which public number customer data was supplied to the IPND Manager	Penalty Units ²	Penalty
1.	██████████	09/01/2023	09/03/2023	60	\$16,500
2.	██████████	10/01/2023	09/03/2023	60	\$16,500
3.	██████████	16/02/2023	09/03/2023	60	\$16,500
4.	██████████	16/02/2023	09/03/2023	60	\$16,500
5.	██████████	16/02/2023	09/03/2023	60	\$16,500
6.	██████████	16/02/2023	09/03/2023	60	\$16,500
7.	██████████	16/02/2023	09/03/2023	60	\$16,500
8.	██████████	16/02/2023	09/03/2023	60	\$16,500
9.	██████████	16/02/2023	09/03/2023	60	\$16,500
10.	██████████	16/02/2023	09/03/2023	60	\$16,500
11.	██████████	16/02/2023	09/03/2023	60	\$16,500
12.	██████████	16/02/2023	09/03/2023	60	\$16,500
13.	██████████	16/02/2023	09/03/2023	60	\$16,500
14.	██████████	16/02/2023	09/03/2023	60	\$16,500
15.	██████████	16/02/2023	09/03/2023	60	\$16,500
16.	██████████	16/02/2023	09/03/2023	60	\$16,500
17.	██████████	16/02/2023	09/03/2023	60	\$16,500
18.	██████████	16/02/2023	09/03/2023	60	\$16,500
19.	██████████	16/02/2023	09/03/2023	60	\$16,500
20.	██████████	16/02/2023	09/03/2023	60	\$16,500
21.	██████████	16/02/2023	09/03/2023	60	\$16,500
22.	██████████	16/02/2023	09/03/2023	60	\$16,500
23.	██████████	16/02/2023	09/03/2023	60	\$16,500
24.	██████████	16/02/2023	09/03/2023	60	\$16,500
25.	██████████	16/02/2023	09/03/2023	60	\$16,500
26.	██████████	16/02/2023	09/03/2023	60	\$16,500
27.	██████████	16/02/2023	09/03/2023	60	\$16,500
28.	██████████	16/02/2023	09/03/2023	60	\$16,500
29.	██████████	16/02/2023	09/03/2023	60	\$16,500

² The penalty units which applied at the time of the alleged contraventions was \$275 as set by section 4AA of the *Crimes Act 1914*.

	Public number associated with a service for which customer data was not supplied to the IPND Manager	Date of alleged contravention	Date on which public number customer data was supplied to the IPND Manager	Penalty Units²	Penalty
30.	██████████	16/02/2023	09/03/2023	60	\$16,500
31.	██████████	16/02/2023	09/03/2023	60	\$16,500
32.	██████████	16/02/2023	09/03/2023	60	\$16,500
33.	██████████	16/02/2023	09/03/2023	60	\$16,500
34.	██████████	16/02/2023	09/03/2023	60	\$16,500
35.	██████████	16/02/2023	09/03/2023	60	\$16,500
36.	██████████	16/02/2023	09/03/2023	60	\$16,500
37.	██████████	16/02/2023	09/03/2023	60	\$16,500
38.	██████████	16/02/2023	09/03/2023	60	\$16,500
39.	██████████	16/02/2023	09/03/2023	60	\$16,500
40.	██████████	16/02/2023	09/03/2023	60	\$16,500
41.	██████████	16/02/2023	09/03/2023	60	\$16,500
42.	██████████	16/02/2023	09/03/2023	60	\$16,500
43.	██████████	16/02/2023	09/03/2023	60	\$16,500
44.	██████████	16/02/2023	09/03/2023	60	\$16,500
45.	██████████	16/02/2023	09/03/2023	60	\$16,500
46.	██████████	16/02/2023	09/03/2023	60	\$16,500
47.	██████████	16/02/2023	09/03/2023	60	\$16,500
48.	██████████	16/02/2023	09/03/2023	60	\$16,500
49.	██████████	16/02/2023	09/03/2023	60	\$16,500
50.	██████████	16/02/2023	09/03/2023	60	\$16,500
51.	██████████	16/02/2023	09/03/2023	60	\$16,500
52.	██████████	16/02/2023	09/03/2023	60	\$16,500
53.	██████████	16/02/2023	09/03/2023	60	\$16,500
54.	██████████	16/02/2023	09/03/2023	60	\$16,500
55.	██████████	16/02/2023	09/03/2023	60	\$16,500
56.	██████████	16/02/2023	09/03/2023	60	\$16,500
57.	██████████	16/02/2023	09/03/2023	60	\$16,500
58.	██████████	16/02/2023	09/03/2023	60	\$16,500
59.	██████████	16/02/2023	09/03/2023	60	\$16,500
60.	██████████	16/02/2023	09/03/2023	60	\$16,500
61.	██████████	16/02/2023	09/03/2023	60	\$16,500
62.	██████████	16/02/2023	09/03/2023	60	\$16,500

	Public number associated with a service for which customer data was not supplied to the IPND Manager	Date of alleged contravention	Date on which public number customer data was supplied to the IPND Manager	Penalty Units ²	Penalty
63.	██████████	16/02/2023	09/03/2023	60	\$16,500
64.	██████████	16/02/2023	09/03/2023	60	\$16,500
65.	██████████	16/02/2023	09/03/2023	60	\$16,500
66.	██████████	16/02/2023	09/03/2023	60	\$16,500
67.	██████████	16/02/2023	09/03/2023	60	\$16,500
68.	██████████	16/02/2023	09/03/2023	60	\$16,500
69.	██████████	16/02/2023	09/03/2023	60	\$16,500
70.	██████████	16/02/2023	09/03/2023	60	\$16,500
71.	██████████	16/02/2023	09/03/2023	60	\$16,500
72.	██████████	16/02/2023	09/03/2023	60	\$16,500
73.	██████████	16/02/2023	09/03/2023	60	\$16,500
74.	██████████	16/02/2023	09/03/2023	60	\$16,500
75.	██████████	16/02/2023	09/03/2023	60	\$16,500
76.	██████████	16/02/2023	09/03/2023	60	\$16,500
77.	██████████	16/02/2023	09/03/2023	60	\$16,500
78.	██████████	16/02/2023	09/03/2023	60	\$16,500
79.	██████████	16/02/2023	09/03/2023	60	\$16,500
80.	██████████	16/02/2023	09/03/2023	60	\$16,500
81.	██████████	16/02/2023	09/03/2023	60	\$16,500
82.	██████████	16/02/2023	09/03/2023	60	\$16,500
83.	██████████	16/02/2023	09/03/2023	60	\$16,500
84.	██████████	16/02/2023	09/03/2023	60	\$16,500
85.	██████████	16/02/2023	09/03/2023	60	\$16,500
86.	██████████	16/02/2023	09/03/2023	60	\$16,500
87.	██████████	16/02/2023	09/03/2023	60	\$16,500
88.	██████████	16/02/2023	09/03/2023	60	\$16,500
89.	██████████	16/02/2023	09/03/2023	60	\$16,500
90.	██████████	16/02/2023	09/03/2023	60	\$16,500
91.	██████████	16/02/2023	09/03/2023	60	\$16,500
TOTAL					\$1,501,500