

AMTA IMEI Lookup Service – Terms & Conditions (Personal Use)

Please read the terms and conditions below in relation to your use of the IMEI Lookup Service ('Agreement'). Use the buttons at the bottom of the page to confirm your acceptance of the terms of the Agreement.

1. IMEI Lookup Service

- 1.1 Each mobile devices has a unique 15-digit serial number known as an *International Mobile Equipment Identity* ('IMEI').
- 1.2 If an IMEI is blocked by Australian mobile carriers, the associated mobile device will not be able to send or receive calls, texts or data in Australia.
- 1.3 IMEIs are usually blocked in circumstances where the corresponding mobile device is reported lost or stolen.
- 1.4 AMTA, in collaboration with Australian mobile carriers and mobile service providers, administers a database which tracks the 'blocked' status of IMEIs in Australia by Australian mobile carriers ('IMEI Database').
- 1.5 The IMEI Lookup Service grants a limited licence to members of the public, on the terms and conditions of this Agreement, to perform a 'lookup' search in respect of the 'blocked' status of an IMEI in Australia as recorded in the IMEI Database.
- 1.6 You acknowledge that:
 - 1.6.1 the results obtained from the IMEI Lookup Service reflect the status of an IMEI as recorded in the IMEI Database at the time of the 'lookup'; and
 - 1.6.2 the IMEI Database is not an accurate record of the 'blocked' status of IMEIs as at the time an IMEI 'lookup' is made, as the IMEI Database relies upon data being input and confirmed by third parties – this means that there could be a substantial delay between an IMEI being reported lost or stolen and being recorded as 'blocked' in the IMEI Database.

2. Licence

AMTA grants you, and you accept, a single non-exclusive non-transferable 'one use' licence, on the terms and conditions of this Agreement, to access and use the IMEI Lookup Service ('Licence').

3. Use of IMEI Lookup Service

- 3.1 You must only use the IMEI Lookup Service for personal use.
- 3.2 You must not use or make use of the IMEI Lookup Service in connection with any other products or services.

- 3.3 Other than as required by law, you must not provide or disclose any part of the information obtained from or in connection with the IMEI Lookup Service to third parties.
- 3.4 You must not misrepresent your rights under this Agreement or use the IMEI Lookup Service in any way that is or may be false, misleading or deceptive.
- 3.5 The IMEI Lookup Service has been implemented in a technical environment designed to provide availability to the public and be reasonably fault tolerant. However, as with any technical system, the IMEI Lookup Service may not always work as described and may be subject to interruption or breakdown for a wide variety of reasons. You acknowledge and agree that your use of the IMEI Lookup Service is on an 'as is, as available' basis only.
- 3.6 AMTA may alter or, for any reason, suspend the IMEI Lookup Service at any time without prior notice to you.

4. **Termination**

- 4.1 The terms of the Licence continue until terminated by AMTA.
- 4.2 AMTA may, in its sole discretion, suspend access to and use of the IMEI Lookup Service by you, for so long as AMTA determines without prior notice to you.
- 4.3 AMTA may terminate this Agreement for any reason and without fault on your part at any time and without notice.

5. **Disclaimer and limitation of liability**

- 5.1 To the extent permitted by law:
 - 5.1.1 the IMEI Lookup Service is provided "as is" and without warranties of any kind, either expressed or implied;
 - 5.1.2 AMTA expressly disclaims all representations and warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose;
 - 5.1.3 AMTA does not represent or warrant that your access to or use of the IMEI Lookup Service will be uninterrupted or error-free, that any defects will be corrected or that the IMEI Lookup Service or the server which stores and transmits the IMEI Lookup Service to you are free of viruses or any other harmful components;
 - 5.1.4 to the extent permitted by law, AMTA does not warrant or make any representation that the IMEI Lookup Service is correct, accurate, up to date, complete, reliable or is not subject to errors or malfunctions of any kind; and
 - 5.1.5 you (and not AMTA) assume the entire risk for any use you make of the IMEI Lookup Service.

- 5.2 To the extent permitted by law, AMTA has no liability to you in respect of any loss or damage that you might suffer that is directly or indirectly related to the IMEI Lookup Service, no matter how arising (including as a result of negligence).
- 5.3 Under no circumstances (including but not limited to any act or omission by AMTA) will AMTA be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the IMEI Lookup Service.
- 5.4 To the fullest extent permitted by law, AMTA's liability for breach of any implied warranty or condition which cannot be excluded limited at AMTA's option to any of the following:
- 5.4.1 in the case of services supplied or offered by AMTA: (i) the supply of the services again; or (ii) the payment of the cost of having services supplied again; and
- 5.4.2 in the case of goods supplied or offered by AMTA: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired.

6. **Indemnity**

You indemnify AMTA against any loss, damage, cost, expense, claim, proceeding or liability of any kind that AMTA (or AMTA's personnel) may incur to any third party arising out of your use (including unauthorised use) of or access to the IMEI Lookup Service, or the lawful exercise of AMTA's rights pursuant to this Agreement.

7. **Governing Law and Jurisdiction**

- 7.1 The Laws of New South Wales govern this Agreement.
- 7.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. **Definitions**

- 8.1 In this Agreement, unless the context indicates otherwise, any term defined below has the meaning so defined.
- 8.2 IMEI Lookup Service means the website located at:
- 8.2.1 amta.org.au/check-the-status-of-your-handset
- or such other location as AMTA may notify you from time to time.

By reading this documents you agree to be bound by the terms of the Agreement.