

Mobile Terms

These terms apply to all Mobile Phone Plans we provide, and form part of our customer contract with you.

1. About our Mobile Terms

1.1 This is our Mobile Terms and applies to our Mobile Services.

2. Our Mobile Service

2.1 Our Mobile Service gives you:

- access to the Optus Network
- the ability to make and receive mobile phone calls;
- the ability to access SMS and other value added services; and
- the use of a mobile phone number.

2.2 Your ability for your end users to make international direct dial calls or to use your Mobile Service when you are in countries other than Australia is subject to our approval. You must obtain our express authorisation to use your SIM card in countries other than Australia. In some circumstances we may require you to provide some form of security, such as a security deposit, before we allow you to access those services.

2.3 You are responsible for enquiring whether mobile coverage is available in areas in which you will ordinarily require the Mobile Service.

3. Our Mobile Service Call Charges

3.1 Our national and mobile calls, WAP, SMS, GPRS and MMS and any other value added services offered by us from time to time will be charged in accordance with our Wholesale Mobile Service's

3.2 You will be charged for all calls you make while Roaming outside of Australia. Please be aware that you will also be billed for calls that people make to you when you are Roaming. Your caller pays what they would normally pay to call you in Australia and you pay the additional Charge to send the call overseas to you.

3.4 We are not able to control the variations in Roaming Charges as they are set by the overseas operator whose network you are Roaming on and are also subject to international exchange rate fluctuations.

4. Connecting your Mobile Service

4.1 If you wish to apply for an ONEseniors Mobile Service you must complete the Mobile Phone application form.

4.2 We aim to connect applicants for our Mobile Service within forty-eight hours of accepting an Application Form.

4.3 If you have asked us to Port an existing mobile phone number away from another mobile service provider, then we aim to connect you within two hours of successfully completing that Port.

5. Faults

5.1 We will notify the mobile network provider of any faults reported to ONEseniors so that full Mobile Service can be restored as soon as reasonably practicable.

6. Mobile Phone Numbers

6.1 If you would like to change your mobile phone number you must pay the applicable charge set out in the Schedule of Charges each time you request a new mobile phone number.

7. SIM cards and handsets for the Optus Network

7.1 You will need to insert a SIM card into your handset. The original SIM card that we give you is included in your Mobile Service Plan. If you need a replacement SIM card, you must pay the Replacement SIM Card Charge set out in the Schedule of Charges. You will not be required to pay the Replacement SIM Card Charge if the original SIM card is faulty or defective.

7.2 We may specify certain procedures for activation of your SIM card to protect against unauthorised use. You must take all reasonable care to keep the SIM card safe and in good condition.

7.3 If you lose your SIM card or handset, or if it is stolen (including if your handset is lost or stolen with the SIM card inserted) you need to tell us immediately. You are responsible for all Charges up until the time you tell us that your SIM card or handset is lost or has been stolen.

7.4 All Intellectual Property in your SIM card remains the property of the supplier of that SIM card.

9. Handset Blocking for your Mobile Service on the Optus Network

9.1 You can ask us to:

- block the use of your handset for your Mobile Service if it is lost or stolen; or
- unblock the use of your handset for your Mobile Service.

9.2 In relation to the Optus Network, we block the use of your handset for your Mobile Service by invalidating the IMEI number of the handset in the Equipment Identity Register of the GSM networks. This means that no-one will be able to use your handset, except to make calls to emergency services and certain customer service numbers.

9.3 You indemnify us (and must pay us) for any loss or liability that we may incur by acting on your request to block or unblock the use of your handset for your Mobile Service.

9.4 You can ask us to unblock the use of your handset:

if you believe that we have blocked the use of a handset for your Mobile Service by mistake; or

if you have recovered your lost or stolen handset.

9.5 We can block the use of a handset for your Mobile Service if we reasonably consider that a handset has been lost or stolen. We will use reasonable endeavours to contact you before we block your handset.

9.6 We may block or continue to block the use of a handset for your Mobile Service if the handset has been lost or stolen, even if you prove to us that you have acquired the handset in good faith without knowing that it has (or may have) been lost or stolen.

10. Optus GSM Networks: When other mobile service providers can block handsets

10.1 Regardless of why we have blocked your handset for your Mobile Service, we will include the IMEI number of that handset on a list of IMEI numbers that we have blocked.

10.2 We send this list to other mobile service providers in accordance with the inter-carrier blocking initiative introduced by the Australian Mobile Telecommunications Association. We may also block the use of your handset if its IMEI number is on a list of blocked numbers we receive in accordance with this blocking initiative. This would most commonly happen if a previous owner had reported the handset lost or stolen.

10.3 Other participating mobile service providers will then invalidate the IMEI numbers on that list so that the corresponding handsets will not work on their GSM networks.

10.4 We do not promise that the other participating mobile service providers will invalidate your IMEI number or do so within a certain period of time.

11. Mobile Number Portability (MNP)

11.1 We provide a MNP service as an option for you changing your mobile service provider.

11.2 MNP allows you to keep your existing mobile phone number when you stop using the mobile service linked to that number and take up a new mobile service with another mobile service provider. This process is known as Porting. You can only Port active mobile phone numbers.

11.3 If you wish to Port a mobile number to ONEseniors then you must complete and sign a Mobile Number Portability Customer Authorisation Form.

11.4 If you Port away from us, you will continue to be responsible for any outstanding amounts owing to us on your account.

11.5 We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the Porting process that was due to matters outside our control including the acts or omissions of another mobile service provider.

12. Calling number display

12.1 Calling number display allows a person receiving a call from you to see your mobile phone number on their handset. Calling number display is automatically activated on commencement of your Mobile Service. If you do not want your number displayed, check your handset user guide to see whether you can deactivate the functionality yourself.

Important Customer Information: Your Rights and Obligations

Mobile Porting Terms and Conditions

- You may be able to port your mobile number from your current mobile service provider to ONEseniors if that mobile number is declared portable under the Australian Communications and Media Authority's Telecommunications Numbering Plan 1997 which you may obtain a copy of by visiting www.acma.gov.au
- ONEseniors agrees to comply with the operational procedures for porting mobile numbers described in the Australian Communications Industry Forum's Industry Code - Mobile Number Portability ACIF C570 2005 (MNP Code) which you may obtain a copy of by visiting www.acif.org.au. The terms "Customer Authorisation", "Port Cutover Notification Confirmation" and "Standard Hours of Operation" have special meanings as described in the MNP Code.
- The terms of ONEseniors Mobile terms will apply to the supply of mobile services to you by ONEseniors once you have successfully ported your mobile number to ONESENIORS.
- If your mobile number cannot be ported to ONEseniors then your application to become a mobile customer will be cancelled, you will not become a mobile customer. Alternatively, you may accept a new mobile number from ONEseniors, and your use of that number.
- You acknowledge that:
- Only your mobile number ports to ONEseniors. Existing value added services (including voice mail, SMS, paging or facsimile services) provided by your current mobile service provider may be lost and new value added services will be provided by or on behalf of ONEseniors.
- There may be costs and obligations associated with porting your mobile number away from your current mobile service provider and you may

lose any remaining pre-paid call credits if you port from a pre-paid mobile service.

- You may have an ongoing contract with your current mobile service provider which requires the payment of cancellation and/or terminations fees to that mobile service provider if you port to ONEseniors.
- Regardless of whether your mobile number is successfully ported to ONEseniors, you will still be responsible for any amounts owing to your current mobile service provider.
- Your current mobile service provider may or may not disconnect your existing mobile service and/or value added services.
- If you are porting between GSM and CDMA or any other mobile platform, you may need to purchase a new handset.
- If you intend to use your existing handset, you may need to get it unlocked or reprogrammed prior to porting. You may also need to get a new handset.
- You may withdraw your authority to port at any time before your current mobile service provider sends ONEseniors a Port Cutover Notification Confirmation. If you withdraw your authority to port, your application to become an ONEseniors mobile customer will be cancelled.
- ONEseniors does not warrant that it can port your mobile number from your current mobile service provider or that your number will be ported to ONEseniors within any specified timeframe. Your current mobile service provider may reject the request to port if the information you provide is incorrect or does not match the data held by them. In this case, ONEseniors reserves the right to correct the information and resubmit the request to port or dispute the rejection by your current mobile service provider. Additionally, a request to port may be rejected if:
 - the request is for a non-portable mobile number - e.g. a cancelled mobile number;
 - the MNP Code requires the request to be rejected; or

- ONEseniors cannot otherwise provide porting for that mobile number in the circumstances.
- We are not liable to you for any direct or indirect loss or damage that you may suffer due to a failure or delay in the porting process that was due to matters outside our control including the acts or omissions of another service provider.
- If we provided you with a mobile handset and/or sim and there is a failure to port your mobile number, within 30 days you must return the handset within 14 days of receiving notice from ONEseniors to do so. Provided that the handset is unused, undamaged and still in its original packaging, there will be no charge for the handset. If the handset is not returned in its original packaging, undamaged and unused within 14 days then you will be liable to pay the Recommended Retail Price of the handset and/or sim card.
- If you wish to port your mobile number from ONEseniors to another mobile service provider, then you must contact that other provider to implement the port.
- ONEseniors reserves the right to charge for porting your mobile number to or from ONEseniors.

Schedule of Mobile Charges

General

Type of Charge:	Amount (incl GST)
Sending of Paper Bills	\$1.50
Late Payments	\$5.50
Service Suspension	\$6.00
Port Out Fee	\$10.00
Postage and Handling Fee	\$11.00
SIM Card replacement	\$30.00
Changing Mobile Number	\$25.00
Reconnection Fee	\$50.00

Mobile Plans

SMALL Plan

Calls to mobiles and landlines in Australia (Standard Calls)	39c per 30 seconds
Call Connect / Flagfall Fee	35c per call
SMS	25c per 160 character message sent
MMS	75c per message sent 100kb maximum size
Video MMS	\$1.25 per message sent
Monthly Access Fee	\$10
Included credit	\$10

MEDIUM Plan

Calls to mobiles and landlines in Australia (Standard Calls)	39c per 30 seconds
Call Connect / Flagfall Fee	35c per call
SMS	25c per 160 character message sent
MMS	75c per message sent 100kb maximum size
Video MMS	\$1.25 per message sent
Included Credit	\$20
Monthly Access Fee	\$20

Important Stuff

Customers must be credit approved. ONEseniors standard rates apply and include GST.

How the mobile offer works:

You may purchase a new handset from ONEseniors outright or BYO handset and request a sim only plan.

Call rates

A 35c connection fee applies to all calls. All calls are charged at the standard rates which are billed in 30 second increments, with a 35 cent Call Connect Rate which applies 24 hours, 7 days. Calls to special or other services e.g. international calls, global roaming and premium services are charged at higher rates and may vary according to the type and location of the call. Call charges are billed monthly in arrears and monthly service fees are billed

monthly in advance. Included credit applies to all standard calls. Unused credit is forfeited at the end of each billing month. If you exceed the monthly credit, standard rates apply.

Your minimum monthly fee access charge is charged pro rata and in advance plus a \$16.50 postage and handling fee for delivery of your mobile phone.

Minimum commitment

Minimum commitment (excluding call charges): is the mobile monthly access fee.

Minimum cost of contract is \$240 for the SMALL plan. If you select the sim only plan, there is no contract, but you do have to give 30 days' notice and you will be charged a pro rata amount for the time that you have the service.

Minimum cost of contract is \$480 for the MEDIUM plan.

Early Termination: If you cancel your mobile phone plan and fail to pay any outstanding amount when due, or switch to another service provider prior to the expiry of the contract term, then at that time the unpaid balance of the remaining cost of the contract term + outstanding call charges = cancellation fee (monthly access fee x number of whole contract months remaining) is immediately due and payable when required by ONEseniors.

Changing Plan

The pricing plan can be upgraded at any time for a one off fee of \$25.

13. Definitions

13.1 In our Mobile Terms, the following words and abbreviations have the following meanings:

Equipment Identity Register means the GSM equipment identity register database, which contains information on the identity of mobile equipment to prevent calls from stolen, unauthorized or defective mobile stations.

GSM means the global system for mobile communication. In Australia, GSM is used to refer to the 900MHz band.

GPRS means General Packet Radio Service.

IMEI means the International Mobile Equipment Identity

Initial Access Period means a period of 180 days commencing from the date you register and activate your Pre Paid Mobile Service.

MMS means Multimedia Messaging Service.

Mobile Service means any of ONEseniors' mobile telephone services which access the Optus network.

Mobile Number Portability (MNP) means the ability to Port a mobile telephone number as described in clause 11.

Mobile Number Portability Customer Authorisation Form means an authorisation form signed by the Customer to Port an MSN to a new Supplier.

MSN means a Customer's mobile service number allocated pursuant to the Telecommunications Numbering Plan 1997.

Port or Porting means to keep your existing mobile phone number when you stop using one mobile service provider's services and take up a new mobile service with another mobile service provider.

Replacement SIM Card Charge means the charge for replacing your SIM card as set out in the Schedule of Charges.

Roaming means using your Mobile Service when you are in countries other than Australia.

Schedule of Charges means the schedule of charges documented in our Mobile Schedule.

SIM means Subscriber Identity Module, a removable card or module which is used in the GSM authentication procedures and contains the international subscriber identity (IMSI) number and other subscriber data, any associated information and intellectual property.

SMS means Short Messaging Service.

WAP means Wireless Application Protocol.