

This document contains the Dialup Terms and Conditions and also states the pricing tables and plan description

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

About the ONEseniors Dialup plans Terms and Conditions

- A. These are the Terms and Conditions for ONEseniors Dialup plans.
- B. The agreement is made up of:
 - 1) Your application
 - 2) General Terms
 - 3) Pricing Tables and plan description
 - 4) Terms of Service
 - 5) Dictionary
 - 6) Appendices (if applicable)
- C. You wish to access ONEseniors’ Dialup services as advertised or viewed at www.oneseniors.com.au
- D. ONEseniors agrees to provide the Service to you on the Terms and Conditions outlined in this Agreement or as varied by notice from time to time and set out at the following Internet address www.oneseniors.com.au
- E. You acknowledge that your Application for services from ONEseniors and the physical activation of those services as detailed in application, bind you to ONEseniors Terms and Conditions for the Dialup service.

Pricing Tables and plan description

(Effective from 13th December 2011)

	Monthly	3 Months	6 Months	12 Months
Payment Options	\$6.95	\$20.85	\$41.70	\$83.40
Connection Fee	\$46 Once Off			
Download Limit	Unlimited	Unlimited	Unlimited	Unlimited
Payment Methods	Direct Debit Only	All	All	All

The \$46.00 (non refundable) set up fee includes an Auto Loader CD for pre configuration. You should keep the CD somewhere safe once you have completed the set up process as you may need it again in the future if you change your computer.

Important Information

Dialup allows you unlimited downloads. Please be aware that if your computer is left idle (unused) for 20 minutes, the connection will time out and you will need to re-connect again. There is a 4 hour session limit; however, you can immediately reconnect again after 4 hours.

Every time you connect to the internet using your Dialup connection, you will be charged the cost of a local call by your Home Phone provider. Although our dial-up services are available to 95% of Australians for the cost of a local call, it is your responsibility to check that calls made to the ONEseniors access number are local calls. Despite the best efforts of ONEseniors it is possible that you may not be using the correct dial-in number to ensure local call access. You are responsible for contacting your telephone provider, to confirm that calls to the telephone number provided by ONEseniors will attract the local call rate. Your phone connection must be capable of making outgoing calls. You will not be able to use your home phone at the same time as being connected to the Internet.

If you find you are getting large phone bills, it is probably worth considering our Broadband plans which offer a more reliable and much faster Internet connection with no call connection fees.

Dialup does not have a guaranteed speed. The speed that you receive will vary depending on the telecommunications infrastructure in your area. Realistically, the maximum speed that you can achieve on Dialup is 52kbps. As a comparison, with our entry ADSL Broadband plan you can achieve speeds of up to 256Kbps.

You should take the time to read the Summary of Terms when deciding if our Dialup plans will suit your requirements. Full Terms and Conditions of Dialup Services are available to view on the Terms and Conditions page of our website.

Hardware

To get you started, we will send you a set up CD, you simply put this into your computer and follow the instructions to get connected.

Anyone can have Dialup Internet as long as your phone line allows outgoing calls. You also need to make sure that your computer has either a built in internal modem, or an external modem. You can check this with the manufacturer of your computer. (Some newer PC's and Mac PC's may not have an internal modem, this means you will need to purchase an external modem to be able to access the Internet using Dialup).

Dialup Terms of Service

1. MINIMUM TERM

- 1.0. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.
- 1.1. The Minimum Contract Period for our Dialup plans varies depending on the plan chosen. It will either be: monthly, 3 monthly, 6 monthly or yearly.

2. PAYMENTS

- 2.0. Payment options for the 3, 6 and 12 monthly payment plans are credit card and/or direct debit from a nominated bank account. At our discretion we may offer other payment options such as: Cheque/Money order, Bpay, Postbillpay, Centrelink payments. Accounts paid with a credit or debit card will incur a surcharge of 1.69% (incl. GST) of the payment amount and will be added to the relevant invoice.
- 2.1. Payment options for our monthly payment plan are Direct Debit only.
- 2.2. We reserve the right to charge \$1.50 inc. GST per invoice generated and posted.

3. CANCELLING A SERVICE

- 3.0. You can cancel or transfer a service at any time if you provide 30 days notice. .
- 3.1. If you cancel or transfer any service within the minimum term, any prepaid amounts are not refundable.

4. YOUR INFORMATION

- 4.0. Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the service, and information you provide in connection with the service.
- 4.1. We collect, use and disclose personal information as set out in our Privacy Policy available on our website.
- 4.2. We may give credit information about you to a credit reporting agency to:
 - a) obtain a consumer credit report about you; or
 - b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 4.3. We may (in accordance with the *Privacy Act 1988 (Cth)*):
 - a) obtain and use information concerning your commercial activities and commercial credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application for the service (if the application is for consumer credit) or to collect overdue payments;
 - b) obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the service (if it is for commercial credit) or collect overdue payments; and
 - a) disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

In this clause, **credit information** means:

- a) identity particulars (name, address, date of birth, ABN, ACN or ARBN);
- b) your application for credit or commercial credit, including the amount applied for;
- c) the fact we are a current credit provider to you;

- d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- e) advice that payments are no longer overdue in respect of a default which has been listed;
- f) information that you have committed a serious credit infringement; and
- g) cheques drawn by you for more than \$100 and which have been dishonoured more than once.

5. SUSPEND/ALTERATION OF THE SERVICE

5.0. Subject to requirements under the Privacy Act 1988, ONEseniors may suspend or alter the Service or release any information, including your personal information, at any time in its sole discretion, with or without notice when:

- a) there is an emergency;
- b) any third party, including without limitation any of ONEseniors' suppliers, carriers or contractors does any act or omission that affects the Service;
- c) it is reasonably likely that an act or omission by you will impair or adversely affect the quality or operation of the ONEseniors' operations or the Network;
- d) you are in material default under this Agreement, this includes any breach of the ONEseniors' Acceptable Usage Policy or ONEseniors' Fair Use Policy;
- e) the Network or any of ONEseniors' facilities need to be repaired, modified or upgraded;
- f) ONEseniors thinks that suspension or alteration is necessary to prevent or stop any unauthorised access to the Network, unlawful acts or infringement of anyone else's rights;
- g) directed by the Australian Broadcasting Authority under a 'take down notice'; or
- h) there is any order, judgment, decree, determination or otherwise of any governmental agency that your access to the Service relates to material that is illegal, offensive, objectionable or in breach of a third party's rights.

5.1. You must continue to pay the Fees if ONEseniors suspends your Service.

5.2. Without limitation on any of ONEseniors' other rights, we can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:

- a) you become bankrupt or insolvent or appear likely to do so;
- b) we reasonably consider that you pose an unacceptably high credit risk to us.
- c) We consider that you pose an unacceptably high credit risk to us when there is some doubt as to your ability to pay by the due date based on factors such as:
 - i. previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);
 - ii. any previous advice from you about a potential inability or unwillingness to pay;
 - iii. your usage is inconsistently high when compared with previous usage patterns; or
 - iv. your response where we have told you of this unusually high usage.

5.3. If ONEseniors suspends, restricts or cancels your service at any time during the minimum terms due to actions that have been prohibited in these terms or any reasons listed in Clause 5, all early termination fees will apply.

6. YOUR RESPONSIBILITY

6.0. You are responsible for:

- a) informing yourself and seeking independent advice about yours and ONEseniors' rights and obligations under this Agreement;

- b) being aware of any changes or variations that ONEseniors may make to the Terms and Conditions of which ONEseniors has notified you as contained in the following website; www.oneseniors.com.au
- c) all telecommunication expenses incurred by you in relation to the Service whether you authorise it or not. We recommend you consider taking measures to protect yourself from unauthorised use of your service:
 - i. if you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others; and
 - ii. any person who uses your service, or allows someone else to use it, after you have vacated your premises, is jointly and individually liable with you for any charges relating to that use;
- d) screening against any content or material that you find offensive or disturbing; and
- e) acquiring any training or equipment needed to access the Service.

7. FORCE MAJEURE

- 7.0. ONEseniors is not liable for any delay or failure to perform an obligation (other than to pay money) under this Agreement caused by any of the following Events:
 - a) an act of God;
 - b) war, riot, insurrection, vandalism, terrorism or sabotage;
 - c) strike, lockout, ban, limitation of work or other industrial disturbance;
 - d) power failures, communications failures, viruses, hacker attacks; or
 - e) any law, rule or regulation
- 7.1. The ONEseniors' obligations of performance are suspended for the period of delay caused by the Event.

8. RENEWAL

- 8.0. If 30 days before the end of the Minimum Term or Renewal Term (whichever is applicable), you do not notify ONEseniors that you wish to stop the Service, the Agreement continues for the Renewal Term.
- 8.1. If you notify ONEseniors within 30 days before the end of the Minimum Term or Renewal Term (whichever is applicable) that you do not wish to continue the Service, the Agreement ends at the end of the Minimum Term or Renewal Term (as the case may be).

9. TERMINATION

- 9.0. ONEseniors may terminate this Agreement at any time after 30 days notice.
- 9.1. ONEseniors may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONEseniors.
- 9.2. If ONEseniors terminates this Agreement under clause 9.1; or you may terminate this Agreement before the end of the Minimum Term, or the Renewal Term; you must pay ONEseniors all Fees payable for the balance of the Minimum Term or Renewal Term and all unpaid amounts for any of our supplied equipment within 2 weeks of this Agreement terminating.

10. SEVERABILITY

- 10.0. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

11. ENTIRE UNDERSTANDING

- 11.0. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

12. ASSIGNMENT

- 12.0. You must not assign any of your rights or obligations under this Agreement.
- 12.1. ONEseniors may assign its rights and obligations under this Agreement at any time after 1 months notice.

13. VARIATION

- 13.0. ONEseniors may provide notice of its wish to vary the Agreement
- 13.1. If you do not agree to ONEseniors variations, you must notify ONEseniors within 1 week of ONEseniors providing notice. If you do not notify ONEseniors, you are deemed to have accepted the ONEseniors variations.
- 13.2. Notwithstanding your notice that you do not accept ONEseniors variations, ONEseniors variations take effect during the next Renewal Term after the date of ONEseniors' notice under clause 14.0.
- 13.3. Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

14. NOTICE

- 14.0. ONEseniors must provide notice of changes to you at the following website www.oneseniors.com.au
- 14.1. You must provide notice in writing to ONEseniors at GPO Box 2223, Melbourne, VIC 3001. The date of the acceptance of notice will be the date that the written notification is received by ONEseniors and not the date that the notice was sent.

15. SERVICE CHARGES

- 15.0. Our Dialup plans have periodic fees and a renewal term.
- 15.1. You must pay us all fees and charges that are incurred in using your service even if you did not authorise its use, or for that period you are not able to access the service or the service is unavailable.
- 15.2. You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 15.3. You will be charged the access fee each month regardless of usage of the service.
- 15.4. Administration fees may be charged and will need to be paid on the account. Details of administration fees may be found in the general terms available on our website.
- 15.5. We may ask you for pre-payment usage charge, or request that you make an interim good-faith payment (including for example if there has been unusually high usage, or we have reasonable concerns about your credit worthiness, or have reasonable grounds for believing that we may not be paid for the service).
- 15.6. Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.

16. MISCELLANEOUS

- 16.0. ONEseniors plans are only available to customers who are over 55 and not working.

17. WARRANTY

- 17.0. To the extent that implied terms and can be lawfully excluded, ONEseniors excludes all implied terms from this Agreement.

- 17.1. In relation to implied terms that cannot lawfully be excluded, ONEseniors limits its liability to:
- a) providing the Service again; or
 - b) paying the cost of having the Service provided again.

18. INDEMNITY AND RELEASE

- 18.0. You indemnify ONEseniors for any loss, damage, cost, expense or claim arising from your breach of this Agreement.
- 18.1. You release ONEseniors from any liability arising from:
- a) disruption of the Service;
 - b) cancellation of the Service;
 - c) cancellations or refusals to provide Incompatible Products; and
 - d) possible breaches of the Telecommunications Act (Customer Service Guarantee) Standard 2000.

19. WHAT IS THE SERVICE?

- 19.0. An Internet connection to our network.

20. RESTRICTIONS ON USE

- 20.0. You must not:
- a) allow multiple logins of your service;
 - b) block caller line identification when connecting to our POP (point of presence);
 - c) disclose your user name and password to anyone;
 - d) use any modem or other hardware with a Dialup service that does not have the approval of the Australian Communications Authority.
- 20.1. We may disconnect a Dialup service:
- a) if the connection remains idle for 20 minutes; or
 - b) once it is used for a continuous period in excess of a 4 hour session limit.

21. COSTS

- 21.0. You are responsible for all third party costs which you incur in using the Dialup service including telephone connection charges.
- 21.1. Unless we agree otherwise in writing, we do not provide modems (or other hardware) with the Dialup service.
- 21.2. We may charge a set up fee and monthly access fee to enable and maintain a Dialup service.

22. ACKNOWLEDGMENTS

- 22.0. You acknowledge that:
- a) use of the Dialup service will incur telephone connection and usage costs which are solely your responsibility;
 - b) it is your responsibility to use the correct telephone number to your nearest POP ;
 - c) it is good practice to regularly change your password to maintain security;
 - d) any modem or other hardware you use with the Dialup service must be compatible, otherwise it may not function properly;
 - e) both the upload and download speeds may vary depending on the modem you use;
 - f) you must immediately report unauthorised use of your Dialup service to us; and
 - g) the performance of the Dialup service may be effected by the telephone line, and may not be continuous and fault free.

23. EMAIL ADDRESS

23.0. We will provide you with one free email address.

23.1. The email address we provide will be the same username as your service name.

23.2. Your email address is subject to our email policy which is available to view on our website www.oneseniors.com.au.