



# all-in-ONE No Contract Terms and Conditions

This document contains the all-in-ONE Terms and Conditions and also states the pricing tables and plan description

These terms apply to the all-in-ONE plan we provide, and form part of our customer contract with you.

## About the ONEseniors all-in-ONE plan Terms and Conditions

- A. These are the Terms and Conditions for ONEseniors all-in-ONE plan.
- B. The agreement is made up of:
  - 1) Your application
  - 2) General Terms
  - 3) Pricing Tables and plan description
  - 4) Terms of Service
  - 5) Additional Services Terms (if applicable)
  - 6) Dictionary
  - 7) Fair Use Policy
  - 8) Appendices (if applicable)
- C. You wish to access ONEseniors' Broadband, Home Phone and Mobile Phone services as advertised or viewed at [www.oneseniors.com.au](http://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](http://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 3 services.

## Pricing Tables and plan description

(Effective from 25<sup>th</sup> March 2011)

	256Kbps ADSL Broadband	1.5Mbps ADSL Broadband	Mobile Broadband
Weekly price	\$20 per week	\$25 per week	\$25 per week
Broadband	Fixed line ADSL Broadband Unlimited downloads		Mobile Broadband 1.15GB weekly data allowance
Home Phone	Unlimited calls to Australian numbers Unlimited calls to mobiles		
Mobile Phone	Unlimited calls to Australian numbers Unlimited calls to mobiles Unlimited SMS		
Set Up Fee (one off)	\$90		
Contract Terms	Choice of contract		
Broadband Modem	FREE ADSL Modem		FREE USB Modem
Perfect...	if you want to save money on your bills and have unlimited use of your services	if you want to do more with your Internet such as use Skype and watch catch up TV	if you are on the move a lot, or can't get ADSL through your phone line.

Optional Extras	
Additional Mobile service	You just pay an additional \$5 per week and we will send you an additional SIM card
Data Bolt on and MMS messages	You can have a data bolt on that gives you unlimited MMS messages, unlimited access to Facebook, YouTube and twitter as well as extra data for other websites.

### Important Information

\*Fair use policy applies and can be viewed on the policy page. If you are an existing ONEseniors customer and you already have your Broadband service with us, great news! You will not have to pay the \$90 set up fee.

Unlimited downloads with your Broadband Internet connection means you can browse and download as much as you like, whether you want to watch Internet videos, check things out on YouTube, abc iview, catch up TV etc. You also have unlimited use of Skype and Skype Video calling along with Online Gaming. This plan does not permit Peer2Peer download sites (usually unofficial or illegal sites) and VPN.ADSL Broadband Speeds quoted are between your location and the exchange serving your location. Actual download and upload speeds will vary based on numerous factors, such as condition of wiring at your location, computer configuration, Internet and network congestion, and speed of website servers you access, among other factors. Speed and uninterrupted use of service are not guaranteed. Not available to all customers in all areas. If you have any special features on your Home Phone, these will be transferred when the line is transferred and although you may not be paying for those services with your current provider you will be charged for these services by us. To prevent incurring these charges, you must contact your current service provider and cancel any existing service that you do not want to have transferred.

You cannot use your Mobile or Home Phone to call premium numbers. MMS messages are also blocked (unless you opt to have a bolt on)

You should take the time to read the Summary of Terms information when deciding if our ADSL Broadband plans will suit your requirements. Full Terms and Conditions of our all-in-ONE plan are available to view on the Terms and Conditions page of our website.

### International calls

International calls can now be made when you are on the all-in-ONE plan. You will be billed for any calls you make at the start of each calendar month. You can view the call charges for International calls by clicking here.

### Hardware



For all new connections, we will supply you with a free standard Netcomm modem - model NB6, you just pay the shipping fee of \$16.50. This will be sent to you directly from our supplier and usually arrives the day before your connection is due to go active.

If you want to get even more out of your Broadband and access the Internet virtually anywhere around the house, you can upgrade to a

wireless modem, perfect if you have multiple computers or a laptop. For just \$50 (plus \$16.50 shipping) you can upgrade from a standard NB6 modem to a wireless NB6+4W modem. With a RRP of \$159.50, this is great deal only available at signup!

You may need to buy splitter filters. One splitter filter is required for every phone socket where a phone device (e.g phone handset, Foxtel box, fax machine) is plugged in. Splitters enable you to use your landline phone at the same time as being on the Internet, without interrupting your Internet connection. These are \$13 each and including the splitter used for the modem, you should have no more than 4 plugged in around the house.



We do not supply a mobile handset on the all-in-ONE plan, but you can purchase one from us if you wish. The handset we offer is the LG T320 plum handset, for \$125 (including shipping) which has some fantastic features:

- Full touch colour screen great for browsing the web and viewing photos
- 2.0 MP camera and video capture special moments
- 3G for improved rural coverage and fast web access
- MP3/FM radio
- Internet access with optional bolt on - keep up to date with us through Facebook

## Mobile Broadband

If ADSL Broadband is not available on your phone line, we may be able to offer you a Mobile Broadband all-in-ONE plan instead. We always recommend a fixed line ADSL Broadband connection for increased reliability and a more consistent Internet service, in the event that you cannot get ADSL through your phone line, we can offer you a Mobile Broadband all-in-ONE plan. There is a monthly data allowance of 5GB on this plan instead of unlimited downloads. This monthly allowance is equivalent to 1.15GB per week, it is your responsibility to monitor your usage on this plan as once you have used your data allowance, your service will be restricted until the following calendar month. You need to read the Summary of Terms to see if this plan is suitable for your requirements.

## all-in-ONE plan Terms of Service

### 1. MINIMUM CONTRACT PERIOD

- 1.1. The all-in-ONE no contract plan has no Minimum Contract Period.
- 1.2. In place of a Minimum Contract Period, there is a notice period of 2 months that must be provided to ONEseniors when you wish to exit the all-in-ONE plan.
- 1.3. There is an exit fee associated with the all-in-ONE plan, this is \$90 and will be payable upon termination of the all-in-ONE plan.

### 2. PAYMENTS

- 2.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on our website for the plan chosen by the Customer. 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.
- 2.2. We reserve the right to charge \$1.50 inc. GST per invoice generated and posted.
- 2.3. At the discretion of ONEseniors, the payment option of Centrelink payments may be offered.

### 3. CANCELLING A SERVICE

- 3.1. You can cancel or transfer a service at any time if you provide 2 months notice. If any single service is cancelled or transferred, all other services within the all-in-ONE plan will be cancelled.
- 3.2. If you cancel or transfer any service without giving 2 months notice, you will be liable for the fees associated with a 2 month notice period and an exit fee of \$90.

### 4. THE FAIR USE POLICY

- 4.1. The Fair Use Policy applies to the all-in-ONE plan. The policy allows us to request that users that are in breach of the policy limit their use, or cease using a promotion or service.
- 4.2. We reserve the right to determine what excessive use is and may suspend or cancel a customer's access without notice in such circumstances. We also reserve the right to charge customers for promotions or services accessed in excess of the Fair Use Policy.
- 4.3. We reserve the right to vary the terms of the Fair Use Policy from time to time.

### 5. YOUR INFORMATION

- 5.1. 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.
- 5.2. We collect, use and disclose personal information as set out in our "Privacy Policy" available on our website.
- 5.3. If you are acquiring your service under a Program, we may also disclose your personal information to the Department of Broadband, Communications and the Digital Economy for the purposes of administering the Program.
- 5.4. 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.
- 5.5. We may (in accordance with the Privacy Act 1988 (Cth)):
  - (5.5.1) 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;
- (5.5.2) 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
- (5.5.3) 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.

## **6. SUSPEND/ALTERATION OF THE SERVICE**

- 6.1 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:
- (1) there is an emergency;
  - (2) any third party, including without limitation any of ONEseniors' suppliers, carriers or contractors does any act or omission that affects the Service;
  - (3) 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;
  - (4) you are in material default under this Agreement, this includes any breach of the ONEseniors' Acceptable Usage Policy or ONEseniors' Fair Use Policy;
  - (5) the Network or any of ONEseniors' facilities need to be repaired, modified or upgraded;
  - (6) 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;
  - (7) directed by the Australian Broadcasting Authority under a 'take down notice'; or
  - (8) 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.
- 6.2 You must continue to pay the Fees if ONEseniors suspends your Service.
- 6.3 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; or we reasonably consider that you pose an unacceptably high credit risk to us
  - b) 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:
    - previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);

- any previous advice from you about a potential inability or unwillingness to pay;
  - your usage is inconsistently high when compared with previous usage patterns; or
  - your response where we have told you of this unusually high usage.
- 6.4 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.

## **7. YOUR RESPONSIBILITY**

- 7.1 You are responsible for:
- (1) informing yourself and seeking independent advice about yours and ONEseniors' rights and obligations under this Agreement;
  - (2) 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](http://www.oneseniors.com.au)
  - (3) regularly checking the default email address that we have allocated to you for messages about your service
  - (4) implementing appropriate anti-virus systems;
  - (5) 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:
    - a) 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
    - b) 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;
  - (6) screening against any content or material that you find offensive or disturbing; and
  - (7) acquiring any training or equipment needed to access the Service.

## **8. PRIVACY**

- 8.1 ONEseniors will treat your personal information in accordance with our Privacy Policy available to view on our website at [www.oneseniors.com.au](http://www.oneseniors.com.au)

## **9. FORCE MAJEURE**

- 9.1 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:
- (1) an act of God;
  - (2) war, riot, insurrection, vandalism, terrorism or sabotage;
  - (3) strike, lockout, ban, limitation of work or other industrial disturbance;
  - (4) power failures, communications failures, viruses, hacker attacks; or
  - (5) any law, rule or regulation
- 9.2 The performance of ONEseniors' obligations are suspended for the period of delay caused by the Event.

## **10. TERM**

- 10.1 The term of this Agreement is for a minimum term of 2 months, which is continually renewed under the terms of clause 11, the Renewal Term, unless terminated earlier in accordance with clause 12.

## **11. RENEWAL**

- 11.1 The minimum term of 2 months is continually renewed until a time when you notify us of your intention to cancel the service under clause 17.
- 11.2 When notice is accepted under clause 17 you are liable to pay for 2 months of service from the date that notice is accepted and an exit fee of \$90.

## **12. TERMINATION**

- 12.1 ONEseniors may terminate this Agreement at any time after 30 days notice.
- 12.2 ONEseniors may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONEseniors.
- 12.3 If:
  - (1) ONEseniors terminates this Agreement under clause 12.2; or
  - (2) you terminate this Agreement before the end of the Minimum Term, or the Renewal Term;you must pay ONEseniors the 2 months notice period, the exit fee and all Fees payable for the balance of the Minimum term or Renewal Term within 2 weeks of this Agreement terminating.

## **13. SEVERABILITY**

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

## **14. ENTIRE UNDERSTANDING**

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

## **15. ASSIGNMENT**

- 15.1 You must not assign any of your rights or obligations under this Agreement.
- 15.2 ONEseniors may assign its rights and obligations under this Agreement at any time after 1 monthsnotice.

## **16. VARIATION**

- 16.1 ONEseniors may provide notice of its wish to vary the Agreement
- 16.2 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.
- 16.3 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 17.1.
- 16.4 Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

## **17. NOTICE**

- 17.1 ONEseniors must provide notice of changes to you at the following website [www.oneseniors.com.au](http://www.oneseniors.com.au)
- 17.2 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.

## **18. SERVICE CHARGES**

- 18.1. The all-in-ONE plan is provided as a package of services. The plan has periodic fees and a renewal term. The all-in-ONE plan has specific terms and conditions and is restricted to customers who are over 55 and not working.
- 18.2. 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.
- 18.3. 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.
- 18.4. You will be charged the access fee each week/fortnight regardless of usage of the service.
- 18.5. 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.
- 18.6. 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).
- 18.7. The all-in-ONE plan has a 2 month notice period and an exit fee of \$90. If any of the services within the all-in-ONE plan are cancelled or churned away from the plan or the network; the exit fee and 2 month notice period charges will apply.
- 18.8. 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.

## **19. MISCELLANEOUS**

- 19.1. You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or mobile phone. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

# Home Phone Terms of Service

## **1. THE SERVICE**

- 1.1 What is the service?
  - a) a connection to our public switched telephone network;
  - b) the ability to make and receive certain types of calls (subject to any conditions that might apply to particular types of calls) and;
  - c) a telephone number
- 1.2 Connecting your phone service.
  - 1.2.1 Time Frames
    - a) After we accept your application for a Basic Telephone Service, we try to connect it on the date you request. However, that may not always be possible. In some circumstances we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you beforehand if we cannot connect you on the requested date.
    - b) Where you request a Basic Telephone Service after 5:00 pm, we treat this as if you had requested it the following working day.

- 1.2.2 Time frames: auto activated telephone line connection
- c) If there has been a previous working Basic Telephone Service at your premises that has been cancelled and that we can automatically reconnect without having to visit your premises, the local exchange or any place in between, we aim to connect the Basic Telephone Service within two working days after your request, or on a later date that you request or agree to. We will advise you if we know we can automatically connect your service without having to visit your premises, the local exchange or any place in between.
- 1.2.3 We aim to connect other Basic Telephone Service connections within the time frames set out below. Additional charges may also apply. Where your premises are readily accessible to telephone network infrastructure that we can use and there is sufficient network capacity, we aim to connect your Basic Telephone Service at those premises within the following timeframes:
- a) where your premises are in an urban area – within 5 working days after your request; or
  - b) where your premises are in a major or minor rural area – within 10 working days after your request; or
  - c) where your premises are in a remote area – within 15 working days after your request; or
  - d) a later date you request or agree to.
- 1.2.4 Where your premises are not readily accessible to telephone network that we can use or there is insufficient network capacity, we aim to connect your new Basic Telephone Service at those premises within 20 working days after your request. Additional charges may also apply.
- 1.2.5 When we can refuse to connect: In addition to other grounds for refusing to accept your request, we do not have to accept your request for a new Basic Telephone Service where:
- a) you are requesting connection at an unusual location; for example: an underground mine, within a drain or access hole, on a mast or tower, beside a road or on a property with no building.
  - b) you are requesting connection at a location or in circumstances that we think is unsafe or unreasonable;
  - c) there is no State/Territory or local government planning approval for work we need to do or we cannot reasonably assume that there is;
  - d) you fail to meet our eligibility criteria for a service, product or special offer; or
  - e) you have an outstanding debt with us.

## **2. CONNECTION CHARGES**

- 2.1 Depending on the type of connection (or reconnection) and the type of work required to connect the Basic Telephone Service, we will apply one of the following connection charges set out in the table below. The criteria for charging is based on the work that we determine is required to connect your Basic Telephone Service, and the connection period. This will depend on whether a Basic Telephone Service has previously been connected at your premises, whether a technician is required to attend the premises and whether any cabling work has to be undertaken by us. The charge is a pass-through charge from Telstra. The criteria used to decide on the charge is stated below:

Connection Type	Connection Charges		Criteria for Charging
	GST excl.	GST incl.	
Telephone line connection (first and additional Connections) - Standard Connection - Temporary Connection	 \$53.64 \$144.55	 <b>\$59.00</b> <b>\$159.00</b>	A working telephone socket exists from a previous connection and one of our technicians is not required to visit your property or premises.
Telephone line connection (first and additional Connections) - Standard Connection - Temporary Connection	 \$53.64 \$144.55	 <b>\$59.00</b> <b>\$159.00</b>	A telephone socket exists from a previous connection to a competitor's network and one of our technicians is not required to visit your property or premises, but we need to undertake manual cabling activities within one of our exchanges.
Telephone line connection with a technician visit First Connection - Standard Connection - Temporary Connection Additional Connections - Standard Connection - Temporary Connection	 \$113.64 \$204.55  \$68.64 \$159.55	 <b>\$125.00</b> <b>\$225.00</b>  <b>\$75.50</b> <b>\$175.50</b>	A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to reconnect existing suitable cabling in the following places: For home services: at any distributor and/or the first socket; For business services: at the main distribution frame or first socket where no main distribution frame exists;
New telephone line connection (first connection) - Standard Connection - Temporary Connection	 \$271.82 \$362.73	 <b>\$299.00</b> <b>\$399.00</b>	A telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a soft dial tone); or Telephone line connection with a technician visit with cabling work is required - A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling. For home services up to the first socket in the property or premises; For business services other than: up to the main distribution frame or first socket where no main distribution frame exists;

**Note:** A Standard Connection is where a Basic Telephone Service is provided for more than three months. For a customer connecting to a Business Line plan any connection to a Basic Telephone Service is considered a Standard Connection.

The charges for additional connections listed above only apply where the additional connection is to the same property or premises, for the same customer and is to be connected at the same time as the first connection (so that a technician is already in attendance at your property or premises).

### **3. GENERAL TERMS**

- 3.1. We need not provide telecommunication services to you until we have received your authorisation;

### **4. TRANSFERS**

- 4.1. Where you wish to transfer a telecommunication service to us from another supplier, and we agree, we do so subject to:
  - 4.1.1. the connection / transfer requirements for those services;
  - 4.1.2. your eligibility for those services;
  - 4.1.3. the availability of those (goods or) services;
  - 4.1.4. you meeting our credit management requirements;
  - 4.1.5. you paying any associated fees including any fees that are charged to us by your existing supplier or by our wholesaler.
- 4.2. Where you wish to transfer a telecommunication service from us to another supplier:
  - 4.2.1. it is your responsibility to arrange the transfer with the new supplier;
  - 4.2.2. you remain responsible for all charges payable under your customer contract including usage charges until the transfer actually takes place;
  - 4.2.3. you must pay all our outstanding fees and charges immediately, and the accrued fees and charges immediately upon invoice.

### **5. OBLIGATIONS**

- 5.1. You must:
  - 5.1.1. not re-supply, re-sell or provide our telecommunication services to another party without our consent;
  - 5.1.2. notify us immediately if the telecommunication services are defective;
  - 5.1.3. not use telecommunication services for an unlawful purpose;
  - 5.1.4. not use or connect any equipment on telecommunication services unless it is approved:
    - 5.1.4.1. by the Australian Communication Authority and bears their approval logo; and
    - 5.1.4.2. by us;
  - 5.1.5. pay for any works which our wholesaler needs to carry out to enable the telecommunication services to the customer premises;
  - 5.1.6. provide us with any information (including copies of documents) we reasonably require;
  - 5.1.7. provide us with reasonable access to the customer premises where you wish to enable or rectify a telecommunication service.

### **6. CALLER LINE IDENTIFICATION**

- 6.1. Calling line identification (CLI) is information that is sent through the network when you make a call from your Basic Telephone Service. CLI includes the telephone number of the calling party. CLI will be sent from all exchange areas in Australia. CLI allows the other party

- to see your telephone number if they have enabled Calling Number Display (CND) and you have not asked for your CLI to be blocked. For calls from overseas, you will be able to see the calling party's CLI if it is available. The CLI options above may not be available on all line types
- 6.2 You can ask for your CLI to be presented or blocked with your calls made within Australia and calls made to people overseas by: asking for CLI never to be presented except when you choose to present it for an individual call by dialling the prefix '1832' before the number you are calling – CLI Line Block with Override (Per Call Send); or
  - 6.3 asking for CLI always to be presented except when you choose to block it for an individual call by dialling the prefix '1831' before the number you are calling - CLI Line Present with Override (Per Call Block).
  - 6.4 asking for CLI never to be presented without the ability to present it on an individual call basis – CLI Line Block Only; or
  - 6.5 asking for CLI always to be presented without the ability to block it on an individual call basis – CLI Line Present Only.
  - 6.6 We do not charge you for presenting or blocking your CLI.
  - 6.7 If you do not ask for one of the CLI options above (and you do not have a Silent Line), we will activate CLI Line Present with Override (Per Call Block) for your service.
  - 6.8 If you have a Silent Line, we will activate CLI Line Block with Override (Per Call Send) for your service unless you request CLI Line Block Only.
  - 6.9 For clarity, you cannot choose CLI Line Present with Override (Per Call Block) or CLI Line Present Only if you have a Silent Line.
  - 6.10 When you cannot block CLI:
    - a) Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, you cannot block CLI:
    - b) for calls to the emergency call service (000);
    - c) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control;
    - d) when you have set your telephone equipment to always present CLI with your calls; and
    - e) when you send a text message or reply to a Talking Text message from your Basic Telephone Service. In accordance with worldwide standards for SMS, all messages including reply messages will display the telephone number of the sender.
    - f) Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, your CLI may be presented for internet dial up calls made from your service to an Internet Service Provider connected to the Telstra network depending on the Internet Service Provider's network configuration and where the Internet Service Provider is require to use the CLI for the purposes of fraud prevention, billing, call management or credit control.
    - g) If your privacy is breached and we have activated your request for CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, we will take steps to restore your privacy at our cost. For example: We might provide you a new telephone number at no charge.
  - 6.11 We may use your CLI, including your telephone number, in the following ways:
    - a) on an itemised bill of one of our customers who has called your number;
    - b) on an itemised bill of one of our customers who has accepted a reverse charge or third party charge call from your service;

- c) in customer premises or network based service or equipment to support CLI related products such as call return and CND where you have permitted presentation of your CLI;
  - d) to perform our Malicious Call Trace or Malicious Caller Identification services; and
  - e) when a law enforcement agency lawfully requests it.
- 6.12 Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller or their carrier or carriage service provider has not blocked the presentation of their CLI). This feature is available for calls made in Australia and from overseas to your service.
- 6.13 Your caller line identification will be visible to us when you call us, even if it is blocked.

## **7. ACKNOWLEDGMENTS**

You acknowledge that:

- 7.1. by requesting us to transfer a telecommunication service, we will be transferring it from your existing supplier to us;
- 7.2. the transfer of a telecommunication service is subject to the standard terms and conditions of service.
- 7.3. you are aware of our identity and address;
- 7.4. where you transfer a telecommunication service to us, there may be consequences for you, and that it is your responsibility to check the terms and conditions of your existing contracts with suppliers;
- 7.5. a transfer of a telecommunication service does not occur instantly, and that you are still responsible for all charges incurred to your existing supplier until the transfer takes place;
- 7.6. you are responsible for all charges incurred on your telecommunication service, whether or not you use that service;
- 7.7. we cannot guarantee telecommunication services will be connected within the time we indicate to you;
- 7.8. where you lodge a fault report and fail to provide all of the information we require, or you provide incorrect information, then it may delay rectification;
- 7.9. When you transfer your service to us all additional features on your line will be transferred. Although you may not pay for the additional services with your current provider you will pay for them with us. If you do not want the additional services on your line it is your responsibility to cancel these additional services before we transfer the service to our network.

## **8. WARRANTIES**

You warrant that:

- 8.1. you are fully authorised to request us to transfer, change or connect telecommunication services;
- 8.2. you are not under any legal disability which may prohibit you from requesting telecommunication services;
- 8.3. the information you have provided us in your application for service is true and correct in every particular;
- 8.4. you will do all that we reasonably require you to do, in order for us to provide you with the telecommunication services.

## **9. SERVICE STANDARDS**

- 9.1. We will comply with performance standards which are made by the Australian Communications Authority under Part 5 of the Telecommunications Act 1997, which relate to the telecommunication services that we provide, or offer to supply you.
- 9.2. If we breach any applicable performance standards we do not admit liability by agreeing to pay damages in accordance with clause 9.3.
- 9.3. We may pay a credit, for breach of a performance standard:
  - 9.3.1. by applying the credit to your account, where we are required to pay for breach of a performance standard under Part 5 of the Telecommunications Act 1997; or
  - 9.3.2. in any way we decide, and you agree to any method of payment that we propose;
  - 9.3.3. within 14 weeks of the time we agree to pay damages (or such other period required by law).
- 9.4. To the extent permitted by law, we are not liable to pay damages for breach of a performance standard where the breach was caused by:
  - 9.4.1 any act or omission of yours which prevented us meeting the performance standards or the consequences of a force majeure; or
  - 9.4.2. you changing an order for voice services.
- 9.5. Time for rectification of your fault commences the next business day after we log the fault report with our wholesaler.
- 9.6. Time for connection of telecommunication services commences the next business day after we provide the request to our wholesaler.
- 9.7. From time to time we, along with our wholesalers publish details of service disruptions, where we provide you with telecommunication services details of service disruptions will be emailed to you or published on our website
- 9.8. Where details of service disruptions are published under clause 9.7, we claim an exemption (where permitted by law) from payment under the performance standards.

## **10. FAULT AND SERVICE DIFFICULTIES**

- 10.1. You may lodge a fault report with us:
  - 10.1.1. at anytime, but if you do so after 5:00pm or on a day which is not a business day, then the fault report is deemed to be lodged on the next business day;
  - 10.1.2. and when you do so you must provide us with all of the information we require to process a fault report.
- 10.2. Where you lodge a fault report, and after investigation it is found that the fault is caused by your equipment (and that equipment is not provided under a customer contract with us and its warranty has expired) then we may charge you a fee.

## **11. FAULT REPAIR TIMEFRAMES (repairs of the line handled as set out by Telstra)**

- 11.1 We repair faults in the service (up to the boundary of our network) between 8 am and 5 pm on working days. If you ask us to repair a faulty Basic Telephone Service outside those hours, and we agree, we may charge you our fee-for-service charges
- 11.2 We aim generally to repair a Basic Telephone Service within the following timeframes after you tell us of the fault:
- 11.3 where we can repair a Basic Telephone Service without external or internal plant work or the need to attend your premises – within one working day;
- 11.4 where the fault is that a Basic Telephone Service has been incorrectly disconnected because of an administrative error – within one working day;
- 11.5 where the Basic Telephone Service is in an urban area – within one working day;
- 11.6 where the Basic Telephone Service is in a major or minor rural area – within two working days; or

11.7 where the Basic Telephone Service is in a remote area – within three working days.

## **12. CALL BARRING**

- 12.1. Where you fail to pay us money by its due date, we may impose barring or temporary disconnection on your telecommunication services.
- 12.2. You may request that we apply barring to your telecommunication service.
- 12.3. Telephone numbers prefixed with '1900' and international numbers are barred.

## **13. DISCONNECTIONS**

- 13.1 If your services are disconnected you may lose your telephone number. In the event of reconnection we will endeavour to retrieve your number, but this cannot be guaranteed. We will disconnect a telecommunication service where:
  - a) your customer contract is terminated;
  - b) you have failed to pay us money when it is due; or
  - c) you transfer that telecommunication service to another supplier.

## **14. EVENT OF DEFAULT**

In addition to any other event that is deemed to be a default under your customer contract with us, you will be in default of your customer contract if:

- 14.1. you use a telecommunication service for an unlawful purpose;
- 14.2. you fail to make a payment due under your customer contract.

## **15. RENTAL HANDSETS**

- 15.1 We do not provide rental handsets. However, if you already have a rental handset you may continue to use this and we will pass through the charges of the rental.
- 15.2. If you have any faults with a rental handset you will need to contact us and we will make the arrangements for you to return the handset.

# Broadband Terms of Service

## **1. PROVISION OF SERVICE**

- 1.1 ONEseniors will provide the Service and, if applicable, the Hardware to you in accordance with this Agreement.
- 1.2 Your plan description will outline whether you are able to change your pricing plan or speed and whether the change will affect your minimum term. An administration fee will apply to all plan and speed changes.
- 1.3 Any changes made to the service provided will be itemized on the invoice and the new charges will apply from the date that the plan change occurs and pre paid amounts will be credited back within the same billing month.

## **2. HARDWARE**

- 2.1 If you paid the Hardware Fee, you own the Hardware.
- 2.2 If you have not paid the Hardware Fee, then you must return the Hardware to ONEseniors within 2 weeks of termination or expiry this Agreement.
- 2.3 If any part of the Hardware is faulty at installation, ONEseniors will dispatch new Hardware to your premises and resume possession of the replaced Hardware. Where ONEseniors determines that the replaced Hardware is not defective, you will be liable for all costs incurred by ONEseniors under this clause.

### **3. ACCESS TO NETWORK**

- 3.1 You are responsible for any access to the Network through your User ID, whether the access was made by you or not.
- 3.2 In using the Service, you must not;
  - (1) damage, interfere or modify the Network or any network connected to the Network;
  - (2) give anyone else access to the Network;
  - (3) breach any law;
  - (4) use Incompatible Products; or
  - (5) infringe or interfere with any else's rights, including privacy and intellectual property rights.
- 3.3 You must:
  - (1) comply with ONEseniors' Acceptable Usage Policy;
  - (2) comply with all reasonable directions and instructions of ONEseniors in relation to your use of the service including any 'take down' notices brought to your attention by ONEseniors;
  - (3) provide all information and assistance as is reasonably required by ONEseniors in order to enable ONEseniors to comply with its obligations with its agreements with third party carriers and suppliers; and
  - (4) provide reasonable and safe access to your premises for any maintenance or repair services by ONEseniors or its agents or suppliers.

### **4. DISCONNECTION FROM NETWORK ACCESS**

- 4.1 In order for ONEseniors to provide fair access to all of its customers, ONEseniors may automatically disconnect the Service when you:
  - (1) breach ONEseniors' Acceptable Usage Policy.
  - (2) breach ONEseniors' Fair Use Policy
- 4.2 ONEseniors does not guarantee that your Network access will be free from any other disruption but will, in good faith, make reasonable endeavours to allow you continuous access to the Service.

### **5. ACKNOWLEDGEMENT**

- 5.1 You acknowledge and agree that:
  - (1) your access to the Service:
    - (a) will prevent you from using products or services that are incompatible with the Network;
    - (b) may cause disruption to other telecommunications services, including telephone lines; and
    - (c) will depend on Network availability (e.g. if the Network is busy);
  - (2) ONEseniors' obligation to provide the Service is subject to your meeting the Technical Requirements; and
  - (3) ONEseniors may disclose your personal information to its suppliers and contractors for the purpose of providing your Service.
  - (4) We may monitor use of the service to see whether you (or any of your group members) are complying with the acceptable use policy as set out in section 2 of this Part or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the acceptable use policy or any other policy that applies to anyone using services that we provide to them.
  - (5) We may not be able to provide detailed information about your usage (or any of your group members' usage) of the service (for example, information about what sites were visited and when).

- (6) We are not responsible for any loss caused by equipment provided by someone other than us.

## **6. PASSWORD**

- 6.1 You must:
  - (1) protect the confidentiality of your password; and
  - (2) not disclose or allow anyone else to use your password.

## **7. LIABILITY**

- 7.1 You access the Service at your own risk, and without limitation, ONEseniors is not liable to you for any loss, cost, damage, injury or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect, of:
  - (1) any defect, error, deficiency or discrepancy in the Service including their form, content and timeliness of delivery;
  - (2) viruses transmitted through the Network;
  - (3) any material or content accessed through the Service, even if the material or content is obscene, offensive or pornographic;
  - (4) suspension, disruption or cancellation of the Service; or
  - (5) any telecommunications expenses incurred by you in relation to the Service.
  - (6) where you provide your own wireless modem, router or similar device, you are responsible for any loss caused by an unauthorised interception of your service.

## **8. WARRANTY**

- 8.1 To the extent that implied terms and can be lawfully excluded, ONEseniors excludes all implied terms from this Agreement.
- 8.2 In relation to implied terms that cannot lawfully be excluded, ONEseniors limits its liability to:
  - (1) providing the Service again; or
  - (2) paying the cost of having the Service provided again.

## **9. INDEMNITY AND RELEASE**

- 9.1 You indemnify ONEseniors for any loss, damage, cost, expense or claim arising from your breach of this Agreement.
- 9.2 You release ONEseniors from any liability arising from:
  - (1) disruption of the Service;
  - (2) cancellation of the Service;
  - (3) suspension of the Service to a particular IP Address;
  - (4) cancellations or refusals to provide Incompatible Products; and
  - (5) possible breaches of the Telecommunications Act (Customer Service Guarantee) Standard 2000.

## **10. TRANSMISSION SPEED**

- 10.1 You acknowledge that:
  - (1) the Transmission Speed is the maximum theoretical speed attainable through the Service at ideal conditions;
  - (2) the actual transmission speed may be less than the Transmission Speed because of many factors including without limitation Network congestion and third party carriers; and
  - (3) ONEseniors does not warrant that you will be able to obtain Transmission Speed at all times while accessing the Service.

## **11. ADSL TRANSMISSION FACILITIES**

- 11.1 This clause only applies to you if you are an ADSL customer. In this clause, broadband transmission facilities mean: the equipment and facilities installed to your premises on the network side of the boundary of our telecommunications network, including a standard fixed telephone line but excluding the equipment (e.g. modem, filters) and any software we give you.
- 11.2 The boundary of our telecommunications network means the boundary as ascertained in accordance with section 22 of the Telecommunications Act 1997 and is a physical point where our network ends. Generally this is located at a customer main distribution frame or, where there is no main distribution frame, a network termination device or, where there is no main distribution frame and no network termination device, the first socket (wall plate).
- 11.3 The broadband transmission facilities remain our property at all times.
- 11.4 You must not:
- a) damage the broadband transmission facilities in any way;
  - b) use or allow anyone else to use the broadband transmission facilities (except to access your service in accordance with these terms) without our prior permission; or
  - c) remove any marking which identifies the broadband transmission facilities.

## **12. MAINTENANCE OF THE SERVICE**

- 12.1 You can use our technical support services for genuine problems with your service.
- 12.2 We will use reasonable efforts to fix the problem as soon as possible. However:
- a) we do not provide technical support services for configuring your local area networks to connect to your service, and do not provide assistance with local area network-related difficulties;
  - b) if we need to attend the premises in response to a technical support call, and we believe on reasonable grounds that there is no service problem, or that we did not cause the service problem, we may charge you a service fee. We will tell you the amount of the service fee before our site visit; and
  - c) we will only provide support for connecting your service to a single PC (as we do not support multiple network cards and devices).
- 12.3 We may charge you additional charges to cover our reasonable costs in finding a fault and fixing it where you report a fault and you caused the fault (except where the fault was caused as a result of our instructions).
- 12.4 We may also charge additional charges to cover our reasonable costs in finding a fault where you report a fault and:
- a) based on the information available, we reasonably consider that there is no fault or that we did not cause the fault and we tell you this;
  - b) you still ask us to visit your premises; and
  - c) upon visiting your premises, we confirm that there is no fault or that we did not cause the fault.

## **13. TRANSFERRING YOUR SERVICE**

- 13.1 From time to time, we may need to ask another party to provide some aspect of the service to you. We may transfer or novate any of our rights or obligations under these terms to a reputable, credit worthy third party who agrees to be bound by our obligations under these terms. We will tell you at least 30 days beforehand if this happens.
- 13.2 If you are an ADSL customer:
- a) you can ask us to change the place where the service is provided and we will do this if we can;

- b) you will need to pay a charge for installing the service at the new address. You may experience some delays from a change of address; and
- c) Your minimum term will begin again from the date that the service is provisioned at the new address.
- d) we cannot guarantee that we will be able to provide the service at the new address or take responsibility for any delays;
- e) If we are unable to provide the service at your new address, you will be liable for any related early termination fees.

#### **14. MAIL LIMITS**

- 14.1 We will provide you with one free email address.
- 14.2 The email address we provide will be the same username as your service name.
- 14.3 Your email address is subject to our email policy which is available to view on our website [www.oneseniors.com.au](http://www.oneseniors.com.au).

## Mobile Terms of Service

This section applies to the Mobile service in the all-in-ONE plan, it also applies to any additional mobile service/s in the all-in-ONE plan

### **1. THE SERVICE**

#### 1.1 What is the service?

- 1.1.1 The service, depending on the plan chosen by you and subject to any restrictions or limitations we impose or that arise from the type of equipment you own, allows you to:
  - (a) make calls from and receive calls to your mobile phone,
  - (b) send content from and receive content to your mobile phone

#### 1.2 Suppliers of the service

- 1.2.1 ONEseniors supply the service to you.
- 1.2.2 Optus supplies the service to us (existing customers changing their plan to all-in-ONE may be on the Vodafone network).

#### 1.3 Coverage

- 1.3.1 Coverage is not guaranteed in all parts of Australia. You may check coverage availability on our website [www.oneseniors.com.au](http://www.oneseniors.com.au). You are responsible for inquiring whether coverage is available in the area where you would normally use the service. If you are an existing customer changing your plan to all-in-ONE your service will remain the same and may be checked by contacting our customer assistants.
- 1.3.2 Although we can advise of likely coverage it is not technically possible to guarantee:
  - i) that the service will be available in all parts of any particular area
  - ii) 'drop outs' will not occur during a call
  - iii) there will not be congestion on our network
- 1.3.3 Certain functionality such as fast data transmission speeds using 3G, is only available where we have 3G coverage. Coverage maps are available on request.
- 1.3.4 International Roaming is not available on the all-in-ONE plan.

#### 1.4 Restrictions on use of service

- 1.4.1. You must not:
  - (a) make or receive calls or send or receive content on our network other than for your own personal or business use,

- (b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network, or
  - (c) use the service (including any SIM card) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.
- 1.4.2. If you breach clause 1.4.1 above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or cancel the service by giving you notice.
- 1.4.3. We will restrict access to premium services for the duration of your contract.
- 1.5 Applying for the service
  - 1.5.1 You must pass a credit check at the time you apply for the service. The credit enquiry will remain on your credit file for up to 5 years.
  - 1.5.2 You must provide your Medicare Number on application and show a drivers license to receive any mobile handsets.

## **2. SIM CARDS**

- 2.1. Connection to the mobile network is by way of a SIM card which is installed into a mobile device owned by you (unless otherwise set out in a Plan). The SIM that we provide to you is our property and we may request that you return the SIM to us at any time for replacement. You must not interfere with the SIM.
- 2.2. We are not responsible for any lost or stolen SIM cards. You must notify us on 1300 735 439 as soon as possible if the SIM we have given you is lost or stolen and we will bar outgoing calls, suspend the service and/or activate IMEI blocking on your mobile phone. If you are aware that the service has been stolen and you do not notify us you are liable for the cost of any calls made or messages sent, until the time when you notify us that the phone is lost or stolen.
- 2.3. You are responsible for all charges for calls made using the lost or stolen SIM up until the time you notify us that your SIM card has been lost or stolen and we bar outgoing calls, suspend the service and/or activate IMEI blocking.
- 2.4. Unless you are otherwise in breach of the agreement, we will replace the SIM card (including where your mobile phone has been lost or stolen or the SIM card has been damaged), and will charge a replacement fee.

## **3. PHONE NUMBERS**

- 3.1 If you do not already have a phone number for your mobile phone for use with the service, we will issue you a phone number.
- 3.2 All phone numbers are selected, issued and used by us in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).
- 3.3 We may be required to vary, withdraw, suspend or re-assign a phone number we have issued to you in order for us to comply with the numbering regulations. We will give you as much notice as is reasonably practicable if we have to do this.
- 3.4 You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- 3.5 If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.

- 3.6 You do not own the phone number and your right to use the phone number ends if you no longer obtain the service unless you port (transfer) the phone number (Clause 4)
- 3.7 If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.
- 3.8 We are not liable to you for any expense or loss incurred by you due to:
  - (a) any variation, withdrawal, suspension or re-assignment of the phone number under Clause 3.3 above or,
  - (b) you ceasing to have the right to use the phone number under Clause 3.6 above.

#### **4. MOBILE NUMBER PORTABILITY**

- 4.1. You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.
- 4.2 By signing the port authorisation form or having your port authorisation voice recorded, you:
  - (a) authorise us to sign on your behalf and in your name, forms of authority to your current supplier to port your phone number to us;
  - (b) authorise your current supplier to port your phone number to us;
  - (c) authorise us to disclose information in the port authorisation to other suppliers in the event of dispute over porting to us; and
  - (d) will remain responsible for all amounts owing to your current supplier for any services they supply to you.
- 4.3 We will not charge you a fee for porting a phone number from another carrier or carriage service provider.
- 4.4. You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.
- 4.5. You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different types of mobile networks.
- 4.6. You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.
- 4.7. We may charge you a fee to port the phone number to another carrier or carriage service provider.
- 4.8. You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.
- 4.9. You can only port the phone number, you cannot port any value added services.
- 4.10. You may only port a phone number for which you are the authorised customer.
- 4.11. If you do not complete the porting process by activating your SIM card as instructed in your welcome letter within 3 business days of us dispatching your SIM card and/or handset, we will automatically port your number to our network and you will start being billed for the service. We will send the SIM card and/or handset on a courier overnight service.

#### **5. SERVICE FAULTS**

- 5.1. While we will endeavour to make Mobile services available to customers 24 hours a day, 7 days a week, Mobile services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are many factors outside of our control which affect Mobile services, such as the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile service or for any resulting damage or loss suffered by you or any third party.

- 5.2. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.
- 5.3. You must direct all queries regarding faults/outages of the service to our Customer care team on 1300 735 439 (or see contact details online at [www.oneseniors.com.au](http://www.oneseniors.com.au)). You must not direct enquiries to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

## **6. YOUR MOBILE PHONE**

- 6.1. You may obtain a mobile phone from us for use with the service under a mobile equipment payment plan or you may choose to use a mobile phone you have or have obtained from a third party.
- 6.2. To protect consumers from illegal trade in mobile phones, if we have a reasonable belief that your mobile phone is stolen, we may ask you to provide proof of ownership of your mobile phone.
- 6.3. If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 6.4. Unless you obtain the mobile phone from us for use with the service, we make no warranty under the agreement:
  - (a) that the mobile phone is suitable for use in connection with the service or any value added service features, or
  - (b) about the quality of the mobile phone.
- 6.5. Unless you obtain the mobile phone from us for use with the service, you are responsible for making sure that:
  - (a) all regulatory approvals for your mobile phone have been obtained, and
  - (b) your mobile phone complies with all relevant technical regulations and specifications at all times.
  - (c) You are responsible for the maintenance of your mobile phone.
- 6.6. If your mobile phone appears to be faulty or interferes with the service, we are entitled to require you to:
  - (a) provide your mobile phone for us to inspect, and/or
  - (b) cease using that mobile phone until the problem has been corrected.

## **7. LOST OR STOLEN MOBILE PHONE**

- 7.1. If your mobile phone is lost or stolen, you may contact us to request:
  - (a) incoming and outgoing calls be temporarily barred, and/or
  - (b) IMEI blocking be activated
- 7.2. You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.
- 7.3. To contact emergency services while your phone is blocked you must dial 112 (rather than 000).
- 7.4. Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.
- 7.5. If you obtain a mobile phone that we reasonably believe is lost or stolen, we may activate IMEI blocking on your mobile phone without your consent, even if you are not aware it is stolen.
- 7.6. If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.

- 7.7. In the event that we know you have made an insurance claim that your mobile phone is lost or stolen, if IMEI blocking is not already activated we will activate IMEI blocking on your mobile phone.
- 7.8. In the event that we activate or de-activate Optus IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.
- 7.9. In the event that you find your mobile phone or it is returned to you, you will need to contact us to request reactivation of the service and or IMEI blocking deactivated.

## **8. CALLING LINE IDENTIFICATION**

- 8.1. If you do not bar CLI on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
- 8.2. When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CLI on their phone.
- 8.3. When you send an SMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send an SMS.

## **9. ACCESS RESTRICTIONS**

- 9.1. At your request we can bar certain calls made from a mobile phone. We cannot bar calls to emergency service numbers 112 and 000.
- 9.2. Calls to 1900 numbers are barred on the all-in-ONE plan.

## **10. BARRING AS AN ALTERNATIVE TO SUSPENSION**

- 10.1. We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the service.
- 10.2. If we bar outgoing and/or incoming calls and/or content on your mobile phone, we may later suspend or cancel the service for the same or a different reason.

## **11. SUPPLIER AND THIRD PARTY SERVICES**

- 11.1. You acknowledge that:
  - (a) the service relies on the services of suppliers for its operation, who are not controlled by us, and
  - (b) we do not exercise any control over, authorise or make any warranty regarding:
    - (i) your right or ability to use, access or transmit any content using the service,
    - (ii) the accuracy or completeness of any content which you may use, access or transmit using the service,
    - (iii) the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and
    - (iv) any charges which a third party may impose on you in connection with your use of their services accessed via the service.

## **12. RETURN POLICY**

- 12.1. Once you have taken delivery of the mobile handset you have taken title of the equipment and will be responsible for all related charges.

## **13. WARRANTY**

- 13.1 Early Life Failure (ELF): The ELF warranty covers mobile phones in the first 14 days of use. If the mobile phone fails during this time, this warranty provides for a replacement mobile. Please check the warranty documentation that came with your mobile phone to see if it's

within the ELF period. If you are eligible to make a claim, please contact the place of purchase immediately.

- 13.2 Manufacturer's warranty: The equipment we supply is covered under the manufacturer's warranty. Details of the warranty are included with your mobile phone. (Most mobile phones come with a 12 month warranty and a 6 month warranty for batteries.) Please note warranties do not cover physical, liquid or sun damage or unlocking or programming. Additionally they do not cover loss or theft. If your mobile phone is older than the ELF period, check the warranty documentation for information on the standard manufacturer's warranty and for their recommended local service centres. Remember to take a copy of your Proof of Purchase to the service centre and remove your SIM card and /or accessories.
- 13.3 For information on your local service centres recommended by the mobile phone manufacturer, please see the documentation that came with your mobile phone, alternatively refer to your local directory for more information.