

an updated version of the Policy on our website. The amended Policy will apply between us whether or not we have given you specific notice of any change. We encourage you to review this Policy periodically because it may change from time to time.

## 1. ABOUT THE POLICY

1.1. As part of our aim to provide a quality service at a reasonable price to all our users. The Acceptable Use Policy has been implemented to ensure that each subscriber's use of the Service:

- a) Meets legal requirements;
- b) does not unreasonably interfere with other subscribers; and
- c) does not unreasonably impact on our ability to provide the Service.

1.2. In this document, the following words have these meanings:

**you** means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

**Policy** means this document, as may be amended by us from time to time on 14 days notice;

**Service** means any service provided by us, together with associated services and software such as email facilities, web space and customer support.

## 2. WHEN THIS POLICY COMES INTO EFFECT

2.1. This Policy applies immediately if you are a new subscriber to the Service. For current Users, this Policy applies 14 days after this Policy is posted on our website. If any changes are made to this policy by us, these changes come into effect 14 days after the revised policy is posted on our website.

## 3. SECURITY AND PASSWORDS

3.1. You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.

3.2. You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to our system (for example, by attempting to use the account of another user).

3.3. You must not participate in any attempt to cause any computer system (including our system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

## 4. ILLEGAL AND INFRINGING USE

4.1. You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:

- a) fraudulent, deceptive or illegal activity;
- b) infringement of copyright, trademarks or other intellectual property rights;
- c) infringement of laws relating to censorship and classification of material;
- d) using the Service to create, forward or distribute defamatory statements.

## **5. INAPPROPRIATE USE OF RESOURCES**

- 5.1. The Service is provided for the benefit of residential users and is not for commercial use or for use as a permanent connection. You must not:
  - a) use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
  - b) download software or other material for sale, distribution or other non-personal use;
  - c) attempt to make more than one simultaneous connection to the Service;
  - d) stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).
  - e) run a telemarketing business or call centre;
  - f) re-supply or resell the service
- 5.2. We reserve the right to disconnect or separate into a separate pool the users that stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).
- 5.3. We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.
- 5.4. We consider your use of ONEseniors to be Unreasonable Use if your use of ONEseniors is considered fraudulent by ONEseniors or to adversely affect the ONEseniors Network or another customer's use of, or access to, an ONEseniors Service or Network.
- 5.5. Among other things, "fraudulent" use includes resupplying an ONEseniors Service without ONEseniors' consent so that a third party may access or use ONEseniors Services or take advantage of ONEseniors free calls.
- 5.6. In addition, where we consider your use of ONEseniors free calls to be Unreasonable Use or that your use does not comply with the Terms and Conditions of the Service, then we may suspend your access to that or any other promotion or offer immediately, without notice to you.

## **6. ELECTRONIC MAIL**

- 6.1. There is a separate Webmail policy which can be found on our website: [www.oneseniors.com.au](http://www.oneseniors.com.au)
- 6.2. We set limits on the size of emails sent to or by you using your email account, the period for which email messages can be stored on our servers and the maximum disk space that will be allotted on our servers for your Service.
- 6.3. We may reject any email message sent by you or addressed to you using your email account if:
  - a) the size of the mail message addressed to you (including attachments) exceeds your mail quota;
  - b) the size of the mail message sent by you (including attachments) exceeds your mail quota;
  - c) the total of your undeleted messages (including attachments) exceeds your mail quota;or

- d) you have not deleted the message within 90 days of it becoming available to you (whether read or unread). We recommend that you delete emails on a regular basis. Once deleted, the message will not be able to be retrieved.
- 6.4. We will delete any electronic mail message in your email account where the message has been stored in the filtered folder 21 days after the message becomes available to you.
- 6.5. If we delete any electronic mail messages in your email account under the terms of this agreement we are not required to notify you or the sender of the mail message(s).
- 6.6. If your Service is cancelled, we may delete any stored or received emails in your mailbox.

## **7. WHAT HAPPENS IF YOU BREACH THIS POLICY?**

- 7.1. If we believe on reasonable grounds that you have breached this Policy, we may (but are not obliged to) take one or more of the following steps:
  - a) suspend your access to the Service indefinitely or for a specific period;
  - b) place time or download limitations on your use of the Service;
  - c) terminate your access to the Service and refuse to provide the Service to you or your associates in the future;
- 7.2. if we consider that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources), we may, in addition to other steps set out above, place you in a separate pool of users with similar usage patterns in order to free up resources for other users; inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and delete or edit any of your data (including webpage content) stored on our computer systems.