

This document contains the ONEseniors prepaid Mobile Phone Terms and Conditions

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

About the ONEseniors prepaid Mobile Phone plans Terms and conditions

- A. These are the Terms and Conditions for ONEseniors prepaid Mobile Phone plans.
- B. The agreement is made up of:
 - 1) Your Application
 - 2) Pricing Tables and plan description
 - 3) Terms of Service
 - 4) General Terms and Conditions
 - 5) Additional Services Terms (if applicable)
 - 6) Dictionary
 - 7) The policies
 - 8) Appendices (if applicable)
- C. You may obtain a copy of the latest version of the above documents from us or on our website: www.ONEseniors.com.au.
- D. Where you may be charged a fee or charge, then this fee or charge is set out in the pricing tables. Please check the pricing tables carefully to see what fees and charges apply to your use of the service.
- E. You wish to access ONEseniors' Mobile Phone services as advertised or viewed at
- F. www.ONEseniors.com.au
- G. 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
- H. 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 mobile service.

Pre-paid Mobile Phone Terms of Service

1. THE SERVICE

- 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:
 - 1.1.1 make calls from and receive calls to your mobile phone, and
 - 1.1.2 send content from and receive content to your mobile phone, including data callson the ONEseniors network for your own personal use only.
- 1.2 Suppliers of the service
 - 1.2.1 ONEseniors (Australia) Pty Limited (ABN 85 076 483 657) supplies the service to you.
 - 1.2.2 Optus Wholesale supplies the service to us
 - 1.2.3 We may elect to provide you with access to the service via an alternative access method or an alternative service comparable to the service. If we choose to change your access method to the service or the service, we will notify you of any:
 - a) substantial changes to the service,
 - b) changes to the terms and conditions on which we provide the service to you, and
 - c) the new terms and conditions on which we provide the alternative service to you, if any.
- 1.3 Coverage
 - 1.3.1 The service is not available in all areas of Australia. You may obtain coverage maps showing where the service is available in Australia from us or from our website:

www.ONEseniors.com.au. You are responsible for inquiring whether coverage is available in the area in which you would normally use the service.

- 1.3.2 In areas that the service is available, it is technically impracticable for us to guarantee that:
 - a) the service is available in each place within an area where there is coverage,
 - b) 'drop-outs' will not occur during a call, and
 - c) there will be no congestion on our network.
- 1.3.3 International roaming is not available on pre paid services.
- 1.3.4 Due to technical reasons, we are not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.
- 1.4 Use of the service
 - 1.4.1 In addition to any other obligations you may have under the agreement including your obligations under the general terms and the Acceptable Use Policy, you must not:
 - a) make or receive calls or send or receive content on our network other than for your own personal use, as described in clause 1.2 above,
 - b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network,
 - 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,
 - d) use the service for business purposeswithout 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 paragraph clause 1.4.1 above, we may, in addition to and without limiting our other rights under the agreement, immediately suspend or disconnect the service. We will notify you if we do this.

2. THE SIM CARD

- 2.1 To be able to connect to the service, you need:
 - 2.1.1 a ONEseniors SIM card.
 - 2.1.2 to register your SIM card and provide proof of identity as required by law.
- 2.2 If you do not already have a ONEseniors SIM card for use with the service, you can purchase a SIM card from us.
- 2.3 To connect to the service, you need to:
 - 2.3.1 register your prepaid service and provide proof of identity as required by law; and
 - 2.3.2 activate your prepaid service, either online at www.ONEseniors.com.au or by calling us.
- 2.4 You may only activate five (5) prepaid services in your name.
- 2.5 You must activate your SIM card before the date shown on the SIM pack (if any). If you do not, the SIM card may be cancelled.
- 2.6 Ownership of the SIM card
 - 2.6.1 We own the SIM card and it remains our property at all times.
 - 2.6.2 We may request that you return the SIM card if we issue you with a replacement SIM card or if we no longer supply the service to you. We may charge you a replacement fee if you do not return the SIM card upon our request.
 - 2.6.3 You must not interfere with or impair the operation of the SIM card.
 - 2.6.4 You must keep the SIM card secure and only use it to access our service.
- 2.7 We are not responsible for any lost or stolen SIM cards. You must notify us on 133 001 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. (see Clause 9)
- 2.8 If your SIM card is lost or stolen and you do not notify us, we may cancel the service.

- 2.9 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 may charge a replacement fee.

3. SERVICE CHARGES

- 3.1 The cost of the service depends on:
- 3.1.1 the prepaid voucher you select,
 - 3.1.2 your use of the service (including, for example, length of call, time and day of call (which may not be the local time where the call is made), destination of call and call type, and your use of any value added service features), and
 - 3.1.3 any changes you make to your recharge voucher, the value added service features you use or acquire and if you accept the terms of a special offer.
- 3.2 You must pay:
- 3.2.1 the fees and charges for the service, which are set out in the pricing tables, on our website www.ONEseniors.com.au, or in any applicable special, and
 - 3.2.2 all fees and charges which are incurred for the service even if you did not authorise its use, including any fees and charges incurred by your secondary contact arising from that person's access to and operation of your account.
 - 3.2.3 the fees and charges for the service even if the service is unavailable or you are unable to access the service.
- 3.3 Any equipment charges (such as the cost of your mobile phone) are in addition to the fees and charges for using the service.
- 3.4 The prepaid vouchers in the pricing tables may vary in relation to the:
- 3.4.1 charges,
 - 3.4.2 call credit validity period,
 - 3.4.3 additional period.
- 3.5 When you connect to the service, your service may come with some included credit of a type that will be specified with the service.
- 3.6 Unless expressly stated otherwise, you may change your prepaid pricing plan by selecting a different type of recharge voucher when you top-up your account. If you top-up with a different prepaid voucher, you will forfeit all remaining credit on your current plan.
- 3.7 The cost of calls will either be a monetary value or a timed value depending on the plan you select.
- 3.8 The cost of each call will be deducted from the current credits on your prepaid account.
- 3.9 You will not be sent any bills, invoices or statements recording calls made.
- 3.10 You may be able to access a record of your prepaid account activity for the last 3 months through your Members Area on our website: www.ONEseniors.com.au
- 3.11 The charges for outgoing calls are based on the Prepaid credit you choose to top-up with and are generally based on:
- 3.11.1 60 second intervals over the chargeable calling time. The charges for part of a 60 second interval will be rounded up to the next 0 second interval; or
 - 3.11.2 may be on a per call basis. These calls are set out in the pricing table; and
 - 3.11.3 may include a flagfall.

4. TRANSFERRING CREDITS AND FORFEITING CREDITS

- 4.1 Subject to clause 4.3 below, credits cannot be converted into or redeemed as cash and cannot be applied against other services or accounts you have with us.
- 4.2 We will transfer any existing credits:
- 4.2.1 if your SIM card is lost, stolen or damaged and you purchase a new SIM card for use with the service, or
 - 4.2.2 where your phone number is changed in accordance with clauses 6.3 and 6.5 below.
- 4.3 If we cancel the service for convenience, we will:
- 4.3.1 refund any unexpired prepaid credits, not including any special offer credit that may have been applied, or

- 4.3.2 with your consent, apply those credits for use on another service you have with us.
- 4.4 If the service is cancelled for any other reason than for convenience, any credits remaining on cancellation of the service are forfeited.
- 4.5 For the avoidance of doubt, where the service is cancelled under clause 12 below, any credits remaining on cancellation of the service are forfeited.
- 4.6 Credits will be forfeited when a top up is made, unless specified. Credit may also be forfeited when auto-topup is set up on your account.

5. MINIMUM CREDIT

- 5.1 You must have sufficient credit on your account to make outgoing calls, send SMS messages or photo messages, or to use ONEseniors services or other services.
- 5.2 If your credit reaches zero, you can receive calls and text messages but you won't be able to use any services to incur further charges, or access your voicemail. You will also not be able to make any calls, except to 133 001 to top-up your account and calls to emergency services,
- 5.3 You cannot make a call, SMS or use other services if the credits in your prepaid account are below the minimum call credit except to emergency services, or to top up.
- 5.4 We may terminate a call or data session without notice if the credits run out during a call or data session.
- 5.5 A low-balance warning may, but need not, be activated when your credits are running low.
- 5.6 The call credit validity period or expiry period
 - 5.6.1 You should check our website for the call credit validity period or expiry period for your prepaid voucher. Unless specified otherwise, your credit has an expiry of 30 days from the date that you recharge.
 - 5.6.2 Irrespective of whether your prepaid service currently has available credits, you must add at least the minimum credit to your prepaid service within the call credit validity period.
 - 5.6.3 Credits will be forfeited if they are not used by the end of the credit validity period, unless specified otherwise.
 - 5.6.4 If your voucher price description specifies that your plan includes credit roll over, you will need to top up at least the minimum credit in accordance with paragraph (ii) above, to prevent the credit from being forfeited. If your credit is forfeited your balance will be set to zero.
 - 5.6.5 You cannot claim a refund or credit for any forfeited credits.
 - 5.6.6 We are under no obligation to notify you that the credits are about to be or have been forfeited.
 - 5.6.7 Each time credits are added (a new prepaid voucher is activated), a fresh call credit validity period begins.
- 5.7 The additional period
 - 5.7.1 The additional period starts either when you use up all of your prepaid voucher credits or from the expiry of the call credit validity period.
 - 5.7.2 If the balance of your SIM card is zero because:
 - a) your credits were forfeited pursuant to 5.6.3 above, or
 - b) the available credits were exhausted through call/SMS/data usage,you must top-up at least the minimum credit within 90 days ("the additional period").
 - 5.7.3 If you do not top-up at least the minimum credit in accordance with paragraph 5.6.2 above, we can cancel the service without notice. If you top-up at least the minimum credit before the expiry of the additional period, the service will be fully restored.
 - 5.7.4 You can receive calls and SMS during the additional period.
 - 5.7.5 We may, but need not, send you SMS reminders to warn you that if you do not add the minimum credit before the expiration of the additional period, your service will be cancelled.
- 5.8 You may recharge your prepaid service:
 - 5.8.1 by purchasing prepaid vouchers on line on our website: www.ONEseniors.com.au,
 - 5.8.2 by calling us on 133 001,

- 5.8.3 Via credit card by using your SMS top up service,
- 5.8.4 via the ONEseniors mobile device application (the ONEseniors “app”),
- 5.8.5 by purchasing recharge vouchers at one of our vending machines.
- 5.9 To recharge your prepaid service with a credit card, we may require you to register your credit card details at www.ONEseniors.com.au and to provide proof of identity required by law.
- 5.10 We may:
 - 5.10.1 limit the number of credit cards you are able to register; and
 - 5.10.2 limit the number of times you can change the registered credit card you use to recharge your prepaid service, and
 - 5.10.3 place a maximum or minimum credit limit on each transaction or on your prepaid service.
- 5.11 Subject to section 5.10 above, you may elect to automatically recharge your prepaid service on a specific day each month or when your prepaid service reaches a certain credit balance. You must ensure you have sufficient credit on your prepaid service to cover usage for 72 hours in case the automatic recharge is delayed. We are not liable to you for any delay in your prepaid service being automatically recharged or if for technical reasons the recharge does not take place.
- 5.12 You’ll be able to access your usage history and recharge history for the previous 3 months’ (up to a maximum of 500 transactions) online by logging into your Members Area at: www.ONEseniors.com.au.

6. PHONE NUMBERS

- 6.1 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.
- 6.2 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).
- 6.3 We may be required to vary, withdraw, suspend or re-assign a phone number we have allocated 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.
- 6.4 You may request a new phone number. If we agree to assign you a new phone number, you may have to pay a charge.
- 6.5 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 occasion. You will have to pay a charge for any further phone number changes.
- 6.6 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 the phone number (see clause 7 below).
- 6.7 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.
- 6.8 Our liability to you in respect of phone numbers
 - 6.8.1 We are not liable to you for any expense or loss incurred by you or your business due to:
 - a) any variation, withdrawal, suspension or re-assignment of the phone number under clause 6.3 above, or
 - b) you ceasing to have the right to use the phone number under clause 6.6 above.

7. MOBILE NUMBER PORTABILITY

- 7.1 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.
- 7.2 By signing the port authorisation form or having your port authorisation voice recorded, you:
 - 7.2.1 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;
 - 7.2.2 authorise your current supplier to port your phone number to us;

- 7.2.3 authorise us to disclose information in the port authorisation to other suppliers in the event of dispute over porting to us; and
- 7.2.4 will remain responsible for all amounts owing to your current supplier for any services they supply to you.
- 7.3 If you have signed a port authorisation form or had your port authorisation voice recorded to port your phone number to us from your previous supplier, we will use all reasonable efforts to port your phone number as soon as possible, but we have no liability to you for any delays in porting.
- 7.4 We will not charge you a fee for porting a phone number from another carrier or carriage service provider, unless you port a mobile number to us more than once, in which case we may charge you an administration fee.
- 7.5 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.
- 7.6 You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different mobile networks or types of mobile networks.
- 7.7 You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.
- 7.8 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.
- 7.9 You can only port the phone number, you cannot port any value added services.
- 7.10 You may only port a phone number for which you are the authorised customer.
- 7.11 Any credits you have on your prepaid service will be forfeited if you port the phone number to another carrier or carriage service provider.

8. YOUR MOBILE PHONE

- 8.1 You may obtain a mobile phone from us for use with the service or you may choose to use a mobile phone you have or have obtained from a third party.
- 8.2 If you choose to use a mobile phone that you have obtained from a third party:
 - 8.2.1 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.
 - 8.2.2 If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 8.3 We will provide you with a SIM pack, together with any mobile phone you have ordered.
- 8.4 Unless you obtain the mobile phone from us for use with the service, we make no warranty under the agreement:
 - 8.4.1 that the mobile phone is suitable for use in connection with the service or any value added service features, or
 - 8.4.2 about the quality of the mobile phone.
- 8.5 Unless you obtain the mobile phone from us for use with the service, you are responsible for making sure that:
 - 8.5.1 all regulatory approvals for your mobile phone have been obtained, and
 - 8.5.2 your mobile phone complies with all relevant technical regulations and specifications at all times.
- 8.6 You are responsible for the maintenance of your mobile phone.
- 8.7 If your mobile phone appears to be faulty or interferes with the service, we are entitled to require you to:
 - 8.7.1 provide your mobile phone for us to inspect, and/or
 - 8.7.2 cease using that mobile phone until the problem has been corrected.

9. LOST OR STOLEN MOBILE PHONE

- 9.1 If your mobile phone is lost or stolen, you may contact us to request:
 - 9.1.1 that the service be barred, and/or
 - 9.1.2 IMEI blocking be activated.
- 9.2 If you find your mobile phone or it is returned to you, you will need to contact us to request:
 - 9.2.1 reactivation of the service, and/or
 - 9.2.2 IMEI blocking be de-activated.
- 9.3 We will also reactivate value added service features (for example, diversions) upon request.
- 9.4 To contact emergency services while your phone is blocked you must dial 000 (or 112).
- 9.5 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.
- 9.6 If you obtain a mobile phone that we reasonably believe is lost or stolen, we may request IMEI blocking to be activated on your mobile phone without your consent, even if you are not aware it is stolen.
- 9.7 If you obtain the service from us under false pretences, we may request IMEI blocking to be activated on your mobile phone without your consent.
- 9.8 In the event that we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we will contact Optus and request IMEI blocking to be activated on your mobile phone.
- 9.9 In the event we activate or de-activate IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

10. PHONE NUMBER DISPLAYS

- 10.1 Calling Number Display (CND)
 - 10.1.1 If you do not bar CND on your mobile phone, the phone number assigned to you may be displayed on the phone of the person you are calling.
 - 10.1.2 When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CND on their phone.
- 10.2 SMS and MMS
 - 10.2.1 When you send a SMS or MMS, 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 a SMS or MMS.

11. ACCESS RESTRICTIONS

- 11.1 At your request we can bar certain call types made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.
- 11.2 The service cannot be used:
 - 11.2.1 for some data, fax (including to make international fax calls) and paging services,
 - 11.2.2 for International Roaming, or
 - 11.2.3 to call information services such as premium voice services (including, for example, calls to most 1901 or 1902 prefix numbers) unless specified.
- 11.3 We may provide access to some 190 services for calls, SMS or MMS.
- 11.4 Some plans may restrict access to premium SMS services.
- 11.5 Access to some international countries is activated automatically on some plans. If you want to bar access to international calls, or request access to international calls contact us on 133 001.

12. OUR ADDITIONAL RIGHTS OF SUSPENSION AND CANCELLATION

- 12.1 In addition to our rights under the general terms, we may suspend or cancel the service without prior notice if:
 - 12.1.1 you fail to add at least the minimum credits as required by clause 5.7 above,
 - 12.1.2 you have not made a chargeable call or incurred a charge for a service within a 90 day period after your credit validity expiry date,

- 12.1.3 we believe, or we are informed by law enforcement authorities that they believe, the identification evidence provided by you is false or inadequate,
- 12.1.4 you transfer your SIM card to another party without obtaining our consent, or do not provide sufficient details of the identity of the other party, or
- 12.1.5 you engage in fraudulent recharge behaviour

13. SUPPLIER AND THIRD PARTY SERVICES

13.1 You acknowledge that:

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