

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

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

About the ONEseniors Mobile Phone plan Terms and conditions

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

Pricing Tables and plan description

(Effective from 20th June 2011)

Important Information

*Unlimited calls are to Australian numbers only, premium and special numbers will incur charges. A Fair Use Policy applies to the \$45 large plan and this can be viewed on our website. A \$16.50 shipping fee applies to all orders.

All calls are charged at the standard rates which are billed in 60 second increments; SMS messages are 25 cents per 160 characters; MMS picture messages are 75 cents with maximum size of 100 KB. National calls are any calls made to a fixed line or any mobile phone in Australia. For all other service charges visit our website.

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

Hardware

We will supply a LG Smartphone phone FREE of charge on all of our plans, you simply pay the shipping. The phone we provide is a LG Optimus Me P350 Handset. This phone has some fantastic features:



- A full colour 2.8" touch screen
- 3MP camera
- Internet access via WiFi!
- 3G coverage
- MP3 player and FM radio

Plans and Pricing

	Budget 10	Small 20	Medium 30	Large 45
Monthly Fee	\$10	\$20	\$30	\$45
Included Minutes	30	50	100	Unlimited*
Included SMS	0	50	100	Unlimited*
Mobile Handset	FREE LG Optimus ME (\$16.50 shipping fee applies)			
Contract Term	12 months			
National and mobile calls (per minute)	40c	40c	40c	N/A
Call connect fee (per call, all calls)	\$0! - No more call connect fees			
SMS messages (each)	25c	25c	25c	N/A
MMS messages (each)	50c	50c	50c	50c

To complement your mobile plan, you can choose to add a Data Bolt On. These Bolt Ons allow you to use your phone to access the Internet when you are not in a WiFi area. Remember, if you do not have a Data Bolt On, you will not be able to access the Internet, check your email or use many of the functions on your LG Smartphone when you are outside of a WiFi area.

	200MB	500MB	1GB
Monthly Fee	\$6	\$10	\$18
Monthly Data Allowance	200MB	500MB	1GB
Contract term	No Contract		
Includes Unlimited Access to...	Facebook, Twitter and YouTube		
Excess Data Charges (per MB above your monthly data allowance)	25c	25c	25c

Mobile Phone Terms of Service

1. MINIMUM CONTRACT PERIOD

- 1.0. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.
- 1.1. The Minimum Contract Period for our contract Mobile plans is 12 months.

2. PAYMENTS

- 2.0. 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. At our discretion we may offer other payment options such as: Cheque/Money order, Bpay, Postbillpay, Centrelink payments. Accounts paid with a credit or debit card will incur a surcharge of 1.69% (incl. GST) of the payment amount and will be added to the relevant invoice.
- 2.1. We reserve the right to charge \$1.50 inc. GST per invoice generated and posted.

3. CANCELLING A SERVICE

- 3.0. You can cancel or transfer a service at any time if you provide 30 days notice.
- 3.1. If you cancel or transfer any service within the minimum contract period cancellation fees will apply. Cancellation fees are calculated by multiplying the access fee by 50% by the remaining months of the contract term.

4. YOUR INFORMATION

- 4.0. Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the service, and information you provide in connection with the service.
- 4.1. We collect, use and disclose personal information as set out in our Privacy Policy available on our website.
- 4.2. 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.
- 4.3. We may give credit information about you to a credit reporting agency to:
 - a) obtain a consumer credit report about you; or
 - b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 4.4. We may (in accordance with the Privacy Act 1988 (Cth)):
 - 4.4.1. 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;
 - 4.4.2. 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
 - 4.4.3. 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.

5. SUSPEND/ALTERATION OF THE SERVICE

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

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

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

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

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

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

6. YOUR RESPONSIBILITY

6.0. You are responsible for:

- 6.1. informing yourself and seeking independent advice about yours and ONEseniors' rights and obligations under this Agreement;
- 6.2. 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
- 6.3. regularly checking the default email address that we have allocated to you for messages about your service

- 6.4. implementing appropriate anti-virus systems;
- 6.5. 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;
- 6.6. screening against any content or material that you find offensive or disturbing; and
- 6.7. acquiring any training or equipment needed to access the Service.

7. FORCE MAJEURE

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

8. TERM

- 8.0. The term of this Agreement is for the Minimum Term or, if renewed under clause 11, the Renewal Term, unless terminated earlier in accordance with clause 12.

9. RENEWAL

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

10. TERMINATION

- 10.0. ONEseniors may terminate this Agreement at any time after 30 days notice.
- 10.1. ONEseniors may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONEseniors.
- 10.2. If ONEseniors terminates this Agreement under clause 12.2; or you terminate this Agreement before the end of the Minimum Term, or the Renewal Term; you must pay ONEseniors the Early Termination Fee; all Fees payable for the balance of the Minimum Term or Renewal Term and all unpaid amounts for any of our supplied equipment within 2 weeks of this Agreement terminating.

11. SEVERABILITY

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

12. ENTIRE UNDERSTANDING

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

13. ASSIGNMENT

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

14. VARIATION

- 14.0. ONEseniors may provide notice of its wish to vary the Agreement
- 14.1. If you do not agree to ONEseniors variations, you must notify ONEseniors within 1 week of ONEseniors providing notice. If you do not notify ONEseniors, you are deemed to have accepted the ONEseniors variations.
- 14.2. Notwithstanding your notice that you do not accept ONEseniors variations, ONEseniors variations take effect during the next Renewal Term after the date of ONEseniors' notice under clause 15.0.
- 14.3. Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

15. NOTICE

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

16. SERVICE CHARGES

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

17. MISCELLANEOUS

- 17.0. 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. 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.
- 17.1. ONEseniors plans are only available to customers who are over 55 and not working.

18. WARRANTY

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

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

19. INDEMNITY AND RELEASE

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

20. THE SERVICE

- 20.0. 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
- 20.1. Suppliers of the service
 - 20.1.1. ONEseniors supply the service to you.
 - 20.1.2. Optus supplies the service to us (existing customers changing their plan to all-in-ONE may be on the Vodafone network).
- 20.2. Coverage
 - 20.2.1. Coverage is not guaranteed in all parts of Australia. You may check coverage availability on our website www.oneseniors.com.au. You are responsible for inquiring whether coverage is available in the area where you would normally use the service. You are responsible for checking which frequency is available in your area, if you are using your own handset, it will need to be able to access the Optus network on the 900/2100 MHz GSM network.
 - 20.2.2. Although we can advise of likely coverage it is not technically possible to guarantee:
 - a) that the service will be available in all parts of any particular area
 - b) 'drop outs' will not occur during a call
 - c) there will not be congestion on our network
 - 20.2.3. Certain functionality such as fast data transmission speeds using 3G, is only available where we have 3G coverage. Coverage maps are available on request.
- 20.3. International roaming
 - 20.3.1. Your ability for your end users to make international direct dial calls or to use your Mobile Service when you are in countries other than Australia is subject to our approval. You must obtain our express authorisation to use your SIM card in countries other than Australia. In some circumstances we may require you to provide some form of security, such as a security deposit, before we allow you to access those services.
 - 20.3.2. You will be charged for all calls you make while Roaming outside of Australia. Please be aware that you will also be billed for calls that people make to you when you are Roaming. Your caller pays what they would normally pay to call you in Australia and you pay the additional Charge to send the call overseas to you.
 - 20.3.3. We are not able to control the variations in Roaming Charges as they are set by the overseas operator whose network you are Roaming on and are also subject to international exchange rate fluctuations.
- 20.4. Restrictions on use of service
 - 20.4.1. 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.
- 20.4.2. If you breach clause 20.4.1 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.
- 20.4.3. We will restrict access to premium services for the duration of your contract.
- 20.5. Applying for the service
- 20.5.0. 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.
- 20.5.1. You must provide your Medicare Number on application and show a drivers license to receive any mobile handsets.

21. SIM CARDS

- 21.0. 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.
- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

22. PHONE NUMBERS

- 22.1. 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.
- 22.2. 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).
- 22.3. 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.
- 22.4. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- 22.5. 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.
- 22.6. 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)

- 22.7. 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.
- 22.8. 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.

23. MOBILE NUMBER PORTABILITY

- 23.1. 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.
- 23.2. 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.
- 23.3. We will not charge you a fee for porting a phone number from another carrier or carriage service provider.
- 23.4. 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.
- 23.5. 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.
- 23.6. You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.
- 23.7. We may charge you a fee to port the phone number to another carrier or carriage service provider.
- 23.8. 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.
- 23.9. You can only port the phone number, you cannot port any value added services.
- 23.10. You may only port a phone number for which you are the authorised customer.
- 23.11. 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.
- 23.12. It is your responsibility to provide us with the correct details in order for us to port your number from your current provider to the ONEseniors network. If the port fails because we have the incorrect information, we will contact you and ask you to confirm the correct details with your current provider. If the port fails on a further 2 occasions because you have not provided the correct information then we will supply you with a new number.

24. SERVICE FAULTS

- 24.0. 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.

- 24.1. 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.
- 24.2. You must direct all queries regarding faults/outages of the service to our Customer care team on 133 001 (or see contact details online at 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.

25. YOUR MOBILE PHONE

- 25.0. 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.
- 25.1. 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.
- 25.2. If we ask you to provide proof, you must provide us with that proof within ten (10) business days.
- 25.3. 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.
- 25.4. 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.
- 25.5. You are responsible for the maintenance of your mobile phone.
- 25.6. 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.

26. LOST OR STOLEN MOBILE PHONE

- 26.0. 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
- 26.1. You will continue to be charged your access fee whilst the bar is in place and/or IMEI blocking is activated.
- 26.2. To contact emergency services while your phone is blocked you must dial 112 (rather than 000).
- 26.3. 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.
- 26.4. 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.
- 26.5. If you obtain the service from us under false pretences, we may activate IMEI blocking on your mobile phone without your consent.
- 26.6. 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.

- 26.7. 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.
- 26.8. 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.

27. CALLING LINE IDENTIFICATION

- 27.0. 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.
- 27.1. 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
- 27.2. 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.

28. ACCESS RESTRICTIONS

- 28.0. At your request we can bar certain calls made from a mobile phone. We cannot bar calls to emergency service numbers 112 and 000.

29. BARRING AS AN ALTERNATIVE TO SUSPENSION

- 29.0. We may choose to bar outgoing and/or incoming calls and/or content on your mobile phone, instead of suspending the service.
- 29.1. 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.

30. SUPPLIER AND THIRD PARTY SERVICES

- 30.0. You acknowledge that:
- 30.0.1. the service relies on the services of suppliers for its operation, who are not controlled by us, and
- 30.0.2. 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.

31. DOWNLOAD QUOTAS

- 31.0. Data is not available on the Mobile plans. You can opt to have an additional Data Bolt On added to your plan, that will allow you to access the Internet from your Mobile Handset but this is not covered in these Terms.

32. RETURN POLICY

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

33. WARRANTY

- 33.0. 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.

- 33.1. 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.
- 33.2. 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.

34. THE FAIR USE POLICY

- 34.0. The Fair Use Policy applies to the Large plan only. 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.
- 34.1. 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.
- 34.2. We reserve the right to vary the terms of the Fair Use Policy from time to time.