



all-in-ONE Summary of Terms

This document is a summary of the Terms and Conditions for our all-in-ONE plan. It is not intended to replace the full length Terms and Conditions, and does not change the legal effect of our standard agreement. It is our recommendation that you also read the full Terms and Conditions before signing up to our plans.

When you sign up for an all-in-ONE plan, you are agreeing that you understand and acknowledge the following:

General Important Information

Fair usage policy applies and is available on our website at www.myone.com.au. We may vary our policies at any time. A set up fee of \$90 applies and you authorise ONE to take this payment when your order is submitted it will then be added to your account as a credit and will show on your first invoice. If you are an existing ONE customer and you already have your Broadband with us, we will not charge you this set up fee when you successfully transfer your service to the all-in-ONE plan, you will not receive a new modem. The all-in-ONE plan is only available if ADSL broadband is available on your phone line. We cannot currently offer this plan to customers who require a new phone line at their premises. Payment is taken either weekly or fortnightly, you must pay by Credit Card. If we do not receive payment on the due date your services will be immediately suspended and you will incur a \$10 late payment fee. If payment has not been received by us 7 days after we have suspended your services, then your services will be disconnected and cancellation fees will apply. You are responsible for notifying us of any changes to your Credit Card details. You will be sent weekly/fortnightly statements to show payments made to your account and any additional services. These statements will be sent electronically to the email address provided by you during sign up. If you do not have an email address, they will be sent to the email address we provide. You will be charged for your services from the day that your ADSL and Voice services go active on the ONE network, i.e. we will start charging you for all three services at the same time, regardless of when you start using them. Payments will then be taken weekly/fortnightly from this day onwards. The billing name that will show on your statement is "ONE telecom PTY LTD Melbourne Aus". A 1.69% processing fee is charged on all Credit Card payments. You cannot cancel just one service within this plan; if any one of the services are cancelled or transferred, all services on the plan will be disconnected and a cancellation fee or notice period of 2 months and an exit fee of \$90 will apply. You understand the plan and hardware option(s) you have selected. To be eligible for this plan you must be over the age of 18, be an Australian permanent resident and have good credit history. We reserve the right to refuse services to anyone as part of our credit assessment policy. Prices quoted are for self-installation with telephone support. ONE will always aim to provide the best and most reliable service possible, but cannot be responsible for any loss of service, regardless of the party at fault; the account must not be used for any illegal or anti-social purposes, including obscene, abusive, fraudulent, threatening or otherwise unacceptable messages or usage. Services provided by ONE must be paid for in advance. You

have read and understood ONE Terms & Conditions (found on our website www.myone.com.au or provided to you by ONE at your request) and agree to abide by them. You authorise ONE to use any information provided by you during your application to conduct a search which will determine your credit worthiness. You understand that ONE will send information about you to a reporting agency via a secure connection and the response received from this agency will determine your credit worthiness. ONE services are provided by ispONE Pty Ltd, where ispONE is the authorised network and billing provider.

Broadband Information

You agree that you have read and understand that there are no limits to the amount you can download; however, our plans are "web only"; this means that file sharing and virtual private networking traffic is blocked. You need to be aware that this plan is not suitable if you want to use: P2P applications, e.g. torrents, gnutella, napster, edonkey, limewire; Usenet/newsgroups, e.g. nntp/nntps; VPN, e.g. ipsec, gre, pptp, l2tp, teredo. For most consumers these applications are not a concern, however, if you have a specific use for your Internet connection that you suspect could be related to the above restrictions please clarify with a sales representative before setting up a service with ONE. Fair use and acceptable use policies apply to all broadband users. A minimum of 5 working days is required for service connections to be completed (unless otherwise notified) and connection time also depends on port availability at the exchange; each Broadband account is only for use at the premises as indicated during your application and each account is not transportable unless moving premises. A warranty is available on the modem and it is your responsibility to register for this online (details can be found in the information booklet supplied with the modem). If you are transferring your Broadband service from your current provider, you are aware ONE will only begin charging you for the service once it has been transferred and your current provider will charge you for the service up to this time. You understand that it is your responsibility to check the terms and conditions of your current Broadband provider in relation to the services being transferred to ONE (as you may have to pay cancellation fees to your existing provider). The suspension of Broadband accounts is not available. If you move and/or transfer the service to a new address then a \$90 relocation fee will apply (different cancellation fees may apply for special promotions). If the service is not successfully provisioned at your new address then you will be liable for cancellation fees or 2 months notice period and a \$90 exit fee.

Home Phone Information

We are only able to transfer Home Phone services that are on the Telstra PSTN network. If your phone line is active and on the Telstra PSTN network, there will be no charge for the transfer. You are aware that all services relating to the phone line 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 ONE. To prevent incurring these charges, you must contact your current service provider and cancel any existing services that you do not want to have transferred. You can check your weekly/fortnightly statement to see which (if any) services have been transferred, they will be billed at the start of each month. You authorise ONE to act on your behalf to transfer your phone service to ONE for all phone charges. You are aware ONE will only begin charging you for the service once the line has been transferred and your current provider will charge you for the service up to this time. If you currently have a messages 101 service, this will no longer be available, but you can set up a full message service with us if you wish. We are not able to offer priority assistance. You understand that it is your responsibility to check the terms and conditions of your current telephone provider(s) in relation to the services being transferred to ONE (as you may have to pay cancellation fees to

your existing provider). You cannot use your Home Phone to access premium services, such as numbers starting 190, you can also not make calls to international numbers.

Mobile Phone Information

If you are porting (transferring) your number from another provider, you must activate your SIM card (which initiates the port) within 3 business days of us dispatching your SIM card and handset, after this time we will complete the port automatically for you. Porting hours will apply, if the 3 day deadline falls on a non business day, we will activate the port on the next business day. Instructions will be provided in your welcome letter. If we are not able to complete the port because you have provided the incorrect information, we will contact you and ask you to verify the details with your current provider. If the port fails on a further 2 attempts, we will then provide you with a new mobile number. We will send the SIM card and handset on an overnight courier service and photo ID must be shown when you sign for the parcel. Our Mobile service uses the Optus network; please check to see if there is sufficient coverage in your area using our coverage checker at www.myone.com.au. If you are using your existing handset, it is important to check if the handset is locked to any network other than Optus. If your handset is locked to another network, our SIM card will not work in your phone until you have the handset unlocked, you will need to contact your current provider to arrange this (there may be a fee associated with unlocking your handset). You will also need to ensure that your phone can access 900/2100 MHz network frequency. You cannot call international numbers and premium services are blocked. You cannot send MMS messages and GPRS access is not permitted, unless you have the Data Bolt On. You are aware ONE will begin charging you for the service once your ADSL and Voice services are active, your current provider will charge you for the service up until your Mobile port has completed, and that there may be an overlap. It is your responsibility to initiate the port of your mobile service by activating your SIM card as soon as possible. You understand that it is your responsibility to check the terms and conditions of your current service provider/s in relation to the services being transferred to ONE (as you may have to pay cancellation fees to your existing provider). The suspension of Mobile Phone accounts is not available. A free LG T320 handset is provided if you join before 30th April 2011, after this time, the charge is \$125 (including shipping). If the handset is unavailable, a suitable alternative may be offered.

Data Bolt On Information

The Data Bolt On can be selected as a service in addition to the standard all-in-ONE plan and costs \$1 per week or \$2 per fortnight depending on the payment option chosen. You can cancel the Data Bolt On at any time, any prepaid amounts are not refundable. The Data Bolt On allows unlimited access to Facebook, MySpace and Twitter, it also includes 200MB of data per calendar month, unused data is not rolled over to the following month. You can view your usage by logging into your Member's Area; details will be in your welcome pack. If you use more than 200MB of data, you will be charged 10c for every MB that you use over and above the 200MB allowance.