



# ADSL Broadband No contract Terms and Conditions

This document contains the ADSL Broadband No Contract Terms and Conditions and also states the pricing tables and plan description

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

## About the ONE Broadband No Contract plan Terms and Conditions

- A. These are the Terms and Conditions for ONE ADSL Broadband 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) Dictionary
  - 6) Appendices (if applicable)
- C. You wish to access ONE's ADSL Broadband services as advertised or viewed at [www.myone.com.au](http://www.myone.com.au)
- D. ONE 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.myone.com.au](http://www.myone.com.au)
- E. You acknowledge that your Application for services from ONE and the physical activation of those services as detailed in the application, bind you to ONE's Terms and Conditions for the ADSL Broadband service.

## Pricing Tables and plan description

(Effective from 30<sup>th</sup> September 2011)

	Fast	Faster	Fastest	No Limits
Monthly Fee	\$40	\$60	\$80	\$80
Download speed (up to)	256Kbps	1.5Mbps	20Mbps	20Mbps
Broadband Modem	FREE (\$16.50 shipping fee may apply)			
Download Limit	Unlimited <sup>^</sup>			200Gb
Contract Term	Choice of contract			
Connection fee (one off)	No contract plans - \$90 Contract plans - No connection fee!			

No Contract plans come with free standard modem, shipping fee applies.

Contract plans come with free wireless modem, and no shipping fee!

Save \$10 per month! Bring your Home Phone to ONE and you'll save \$10 per month on the price of your Broadband!

Important Information

^Unlimited downloads and uploads, however our plans are "web only" this 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. The plans do not permit Peer2Peer download sites (usually unofficial or illegal sites) Usenet/newsgroups or VPN. 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.

In the event that your phone line cannot support ADSL2+, you will be placed on a fallback plan which will give speeds of up to 8Mbps.

Your first invoice may not show your hardware costs straight away, but it will show your set up fee and a pro rata amount for your first month of ADSL, depending on when your service goes active.

Our Broadband plans come with a choice of contract term. You can choose from a 24 month contract, or if you don't like being tied into a contract, select our no contract option - you simply have to give us 2 months notice when you want to leave and pay an exit fee of \$90.

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 find your Internet connection is too slow, you can upgrade to a faster download speed at any time (plan change fee applies).

Acceptable use policy applies to all broadband plans in conjunction with our traffic management policy to ensure a consistent user experience.

You should take the time to read the Summary of Terms information when deciding if our ADSL Broadband plans will suit your requirements click here to view them. Full terms and conditions can be viewed on the Terms and Conditions page of this website.

#### Hardware

If you choose a No Contract plan, you will receive a standard modem and you must pay a \$16.50 shipping fee for this. If you choose a contract plan, you will receive a wireless modem and there is no shipping fee for this.

If you wish to upgrade from a standard modem to a wireless modem there is a \$50 charge for this.

# ADSL Broadband No Contract Terms of Service

## 1. MINIMUM TERM

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

## 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 \$2.00 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 2 months notice. If any single service is cancelled or transferred, all other services within the all-in-ONE plan will be cancelled.
- 3.1. 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. SERVICE USAGE

- 4.0. Our ADSL Broadband 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, Usenet/newsgroups, VPN.
- 4.1. The Acceptable Use Policy applies to our Broadband plans. This can be viewed on the website [www.myone.com.au](http://www.myone.com.au).
- 4.2. We reserve the right to vary the terms of the Acceptable Use Policy from time to time.

## 5. YOUR INFORMATION

- 5.0. 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.
- 5.1. We collect, use and disclose personal information as set out in our Privacy Policy available on our website.
- 5.2. 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.
- 5.3. 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.
- 5.4. We may (in accordance with the Privacy Act 1988 (Cth)):
  - 5.4.1. 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;
- 5.4.2. 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
- 5.4.3. 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.

## 6. SUSPEND/ALTERATION OF THE SERVICE

6.0. Subject to requirements under the Privacy Act 1988, ONE 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 ONE's 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 ONE's operations or the Network;
- d) you are in material default under this Agreement, this includes any breach of the ONE's Acceptable Usage Policy or ONE's Fair Use Policy;
- e) the Network or any of ONE's facilities need to be repaired, modified or upgraded;
- f) ONE 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.

6.1. You must continue to pay the Fees if ONE suspends your Service.

6.2. Without limitation on any of ONE's 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.
- 6.3. If ONE suspends, restricts or cancels your service at any time during the minimum term due to actions that have been prohibited in these terms or any reasons listed in Clause 6, all early termination fees will apply.

## **7. YOUR RESPONSIBILITY**

- 7.0. You are responsible for:
- 7.0.1. informing yourself and seeking independent advice about yours and ONE's rights and obligations under this Agreement;
  - 7.0.2. being aware of any changes or variations that ONE may make to the Terms and Conditions of which ONE has notified you as contained in the following website; [www.myone.com.au](http://www.myone.com.au)
  - 7.0.3. regularly checking the default email address that we have allocated to you for messages about your service
  - 7.0.4. implementing appropriate anti-virus systems;
  - 7.0.5. 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;
  - 7.0.6. screening against any content or material that you find offensive or disturbing; and
  - 7.0.7. acquiring any training or equipment needed to access the Service.

## **8. FORCE MAJEURE**

- 8.0. ONE 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
- 8.1. The performance of ONE's obligations are suspended for the period of delay caused by the Event.

## **9. TERM**

- 9.0. The term of this Agreement is for the Minimum Term or, if renewed under clause 10, the Renewal Term, unless terminated earlier in accordance with clause 11.

## **10. RENEWAL**

- 10.0. 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 16.
- 10.1. When notice is accepted under clause 16 you are liable to pay for 2 months of service from the date that notice is accepted and an exit fee of \$90.

## **11. TERMINATION**

- 11.0. ONE may terminate this Agreement at any time after 30 days notice.

- 11.1. ONE may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONE.
- 11.2. If ONE terminates this Agreement under clause 11.1; or you terminate this Agreement before the end of the Minimum Term, or the Renewal Term; you must pay ONE 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.

## **12. SEVERABILITY**

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

## **13. ENTIRE UNDERSTANDING**

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

## **14. ASSIGNMENT**

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

## **15. VARIATION**

- 15.0. ONE may provide notice of its wish to vary the Agreement
- 15.1. If you do not agree to ONE variations, you must notify ONE within 1 week of ONE providing notice. If you do not notify ONE, you are deemed to have accepted the ONE variations.
- 15.2. Notwithstanding your notice that you do not accept ONE variations, ONE variations take effect during the next Renewal Term after the date of ONE's notice under clause 16.0.
- 15.3. Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

## **16. NOTICE**

- 16.0. ONE must provide notice of changes to you at the following website [www.myone.com.au](http://www.myone.com.au)
- 16.1. You must provide notice in writing to ONE 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 ONE and not the date that the notice was sent.

## **17. SERVICE CHARGES**

- 17.0. Our Broadband plans have periodic fees and a renewal term.
- 17.1. 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.
- 17.2. 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.
- 17.3. You will be charged the access fee each month regardless of usage of the service.
- 17.4. 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.
- 17.5. 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).

- 17.6. The all-in-ONE plan has a 2 month notice period and an exit fee of \$90. If your ADSL service is cancelled or churned away from the ONE network; the exit fee and 2 month notice period charges will apply.
- 17.7. 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.

## **18. MISCELLANEOUS**

- 18.0. 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.
- 18.1. ONE plans are only available to customers who are over 55 and not working.

## **19. WARRANTY**

- 19.0. To the extent that implied terms and can be lawfully excluded, ONE excludes all implied terms from this Agreement.
- 19.1. In relation to implied terms that cannot lawfully be excluded, ONE limits its liability to:
  - 19.1.1. providing the Service again; or
  - 19.1.2. paying the cost of having the Service provided again.

## **20. INDEMNITY AND RELEASE**

- 20.1. You indemnify ONE for any loss, damage, cost, expense or claim arising from your breach of this Agreement.
- 20.2. release ONE 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.

## **21. PROVISION OF SERVICE**

- 21.1. ONE will provide the Service and, if applicable, the Hardware to you in accordance with this Agreement.
- 21.2. 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.
- 21.3. 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.

## **22. HARDWARE**

- 22.1. If you paid the Hardware Fee, you own the Hardware.
- 22.2. If you have not paid the Hardware Fee, then you must return the Hardware to ONE within 2 weeks of termination or expiry this Agreement.
- 22.3. If any part of the Hardware is faulty at installation, ONE will dispatch new Hardware to your premises and resume possession of the replaced Hardware. Where ONE determines that the

replaced Hardware is not defective, you will be liable for all costs incurred by ONE under this clause.

### **23. ACCESS TO NETWORK**

- 23.1. You are responsible for any access to the Network through your User ID, whether the access was made by you or not.
- 23.2. In using the Service, you must not;
- a) damage, interfere or modify the Network or any network connected to the Network;
  - b) give anyone else access to the Network;
  - c) breach any law;
  - d) use Incompatible Products; or
  - e) infringe or interfere with any else's rights, including privacy and intellectual property rights.
- 23.3. You must:
- a) comply with ONE's Acceptable Use Policy;
  - b) comply with all reasonable directions and instructions of ONE in relation to your use of the service including any 'take down' notices brought to your attention by ONE;
  - c) provide all information and assistance as is reasonably required by ONE in order to enable ONE to comply with its obligations with its agreements with third party carriers and suppliers; and
  - d) provide reasonable and safe access to your premises for any maintenance or repair services by ONE or its agents or suppliers.
  - e) comply with ONE's Acceptable Use Policy;
  - f) comply with all reasonable directions and instructions of ONE in relation to your use of the service including any 'take down' notices brought to your attention by ONE;
  - g) provide all information and assistance as is reasonably required by ONE in order to enable ONE to comply with its obligations with its agreements with third party carriers and suppliers; and
  - h) provide reasonable and safe access to your premises for any maintenance or repair services by ONE or its agents or suppliers.

### **24. DISCONNECTION FROM NETWORK ACCESS**

- 24.1. In order for ONE to provide fair access to all of its customers, ONE may automatically disconnect the Service when you:
- 24.0.1. breach ONE's Acceptable Usage Policy.
  - 24.0.2. breach ONE's Fair Use Policy
- 24.1. ONE 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.

### **25. ACKNOWLEDGEMENT**

- 25.0. You acknowledge and agree that 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);
- 25.1. ONE's obligation to provide the Service is subject to your meeting the Technical Requirements; and

- 25.2. ONE may disclose your personal information to its suppliers and contractors for the purpose of providing your Service.
- 25.3. 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.
- 25.4. 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).
- 25.5. We are not responsible for any loss caused by equipment provided by someone other than us.

## 26. PASSWORD

- 26.0. You must:
  - a) protect the confidentiality of your password; and
  - b) not disclose or allow anyone else to use your password.

## 27. LIABILITY

- 27.0. You access the Service at your own risk, and without limitation, ONE 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:
  - a) any defect, error, deficiency or discrepancy in the Service including their form, content and timeliness of delivery;
  - b) viruses transmitted through the Network;
  - c) any material or content accessed through the Service, even if the material or content is obscene, offensive or pornographic;
  - d) suspension, disruption or cancellation of the Service; or
  - e) any telecommunications expenses incurred by you in relation to the Service.
  - f) 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.

## 28. TRANSMISSION SPEED

- 28.0. You acknowledge that:
  - a) the Transmission Speed is the maximum theoretical speed attainable through the Service at ideal conditions;
  - b) 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
  - c) ONE does not warrant that you will be able to obtain Transmission Speed at all times while accessing the Service.

## 29. ADSL TRANSMISSION FACILITIES

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.

- 29.0. 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).

29.1. The broadband transmission facilities remain our property at all times.

29.2. 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.

### **30. TRANSFERRING YOUR SERVICE**

30.0. 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.

30.1. If you are an ADSL customer:

- 30.1.1. you can ask us to change the place where the service is provided and we will do this if we can;
- 30.1.2. 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
- 30.1.3. Your minimum term will begin again from the date that the service is provisioned at the new address.
- 30.1.4. we cannot guarantee that we will be able to provide the service at the new address or take responsibility for any delays;
- 30.1.5. If we are unable to provide the service at your new address, you will be liable for the 2 months notification period and the \$90 exit fee.

### **31. SECURITY**

31.1. We are not responsible for the security of your network, and strongly recommend that some form of network protection or 'firewall' be installed.

31.2. We reserve the right to terminate the service without notice if, in our sole opinion, there is unauthorised or fraudulent use of another Customer's service, which originates from your address.

### **32. SUPPORT**

32.1. If you experience a problem with our service or the facilities, you should report it to our Technical Support Team by telephoning 133 001.

32.2. We will use reasonable efforts to rectify the problem as soon as possible, however; 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;

32.3. 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

32.4. we will only provide support for connecting your service to a single PC (as we do not support multiple network cards and devices).

32.5. 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).

32.6. We are not responsible for software not distributed, approved or recognised by us including software downloaded from the Internet. If you use such software in connection with the

service, we will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.

- 32.7. We may also charge additional charges to cover our reasonable costs in finding a fault where you report a fault and:
- 32.8. 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;
- 32.9. you still ask us to visit your premises; and
- 32.10. upon visiting your premises, we confirm that there is no fault or that we did not cause the fault.
- 32.11. We may access content and other parts of the service as necessary to identify or resolve technical problems or to respond to service complaints.
- 32.12. We may, but are not obligated to, provide you with onsite technical support. This is a charged service with separate terms and conditions.
- 32.13. You acknowledge that our responsibility for support extends only to the PSTN socket at the site where the Service is supplied. In addition, you will not be entitled to receive customer support relating to any issue other than the quality of the signal delivered through the PSTN socket.
- 32.14. You are wholly responsible for all in-building cabling; the provision of appropriate cables; and the provision or allocation of an appropriate PSTN wall socket for each Service.
- 32.15. We provide support only on products recommended by us. Our approved products are subject to change.

### **33. EMAIL ADDRESS**

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