



## TERMS AND CONDITIONS – SIMPLE BUNDLE

### AGREEMENT OVERVIEW

#### What is this document?

This document sets out the agreement between us (“Agreement”) for Our supply to You of the Simple Bundle.

#### What comprises the Agreement?

The Agreement is comprised of:

- a) Simple Bundle Plan Description;
- b) Service Description and Terms for each Service;
- c) The General Terms and Conditions;
- d) Your Application.

If there is any inconsistency between any part of the Agreement, they apply in descending order of priority above.

#### Your Application

You acknowledge having signed an application for the Simple Bundle (“**Application**”).

We will let you know when we have accepted your Application.

#### Meaning of terms used in this document.

Capitalised terms used in this document have the meaning given below or given to them in the document.

“you”, “your” and “yours” is a reference to you, our customer, whose name appears on the Application Form.

“we”, “our” and “ours” is a reference to Retire Australia Pty Ltd ACN 151 586 597 and, where appropriate, our employees, sub-contractors and agents.

“Resident Agreement” means the agreement between you and us under which you occupy a unit, apartment or residence in a retirement village owned or operated by us.

#### Current Version of this Agreement

You may view a current version of parts (a), (b) and (c) of this Agreement at our website at [www.rasimple.com.au](http://www.rasimple.com.au).



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### THE SIMPLE BUNDLE PLAN DESCRIPTION

#### 1. Description

- 1.1. The Simple Bundle plan (“Plan”) is a bundle which offers one fixed price for 3 services:
- Unlimited Fast Broadband;
  - Home Phone with unlimited included calls to nominated destinations; and
  - Unlimited Home Monitoring.
- (each a “Service”).

#### 2. Plan Inclusions

- 2.1. Unlimited Fast Broadband is a Fast Broadband Service with no additional charges for data downloads or uploads. There is no data limit, no excess usage fees and no throttling of speeds.
- 2.2. The Home Phone Service includes unlimited calls to the following destinations:
- local calls;
  - standard national calls to landlines;
  - calls to standard Australian mobile numbers; and
  - calls to landlines at our “top 5” international destinations, being USA, UK, NZ, Canada and France.
- 2.3. Unlimited Home Monitoring is a Home Monitoring Service with no additional charges for data or outbound call charges arising from either landlines or mobile lines.
- 2.4. Unlimited use in each Service is subject to our Acceptable Use policy.

#### 3. Term

Minimum Contract Period	12 months
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#### 4. Pricing

Charge Type	Plan Fee
Monthly Recurring Charge	\$99.00
Connection Fee and Set Up Fee – Fast Broadband	\$0.00
Set Up Fee –Home Phone Services	\$0.00
Set Up Fee – Home Monitoring Services	\$0.00
Broadband Modem Device Charge	\$0.00
Home Monitoring Hub Device Charge	\$0.00
Home Monitoring Pendant Device Charge	\$0.00

- 4.1. This Monthly Recurring will appear on your monthly invoice from us.
- 4.2. If you purchase additional services, or incur usage charges (for example, for calling 1300 numbers), these will appear on your monthly invoice.

#### 5. Excluded Charges

- 5.1. Calls to the destinations other than those listed as included above are not included in the Monthly Recurring Charge. Additional call charges will apply. These excluded charges include:
- Calls to International destinations other than “top 5”;
  - Calls to international mobiles;
  - Voice Operator Service Calls (12xx);



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- d. Local Rate Services (13, 1300, 18, 1800);
- e. Premium Rate Calls (19, 1900 numbers);
- f. Satellite phones;
- g. Paging and data services; and
- h. Community access services (11xx)

### 6. Additional Services

6.1. You may order additional services, for which additional fees and charges apply. These fees and charges are published on our website from time to time. The list below are typical additional services with fees you might incur, and is current as at the date of these terms, but is not a complete or up to date list.

Additional Service	Description	Charge
Connected Home	A combination of home phone services to help you get the most of your service, like MessageBank, and Restricted Calling Plans	Refer to the Home Phone Service Packs and Charges on our website at <a href="http://www.rasimple.com.au">www.rasimple.com.au</a>
SoHo	A combination of intelligent phone services to help run a small office from home, like AutoAttendant, Music on Hold and Fax Messaging.	Refer to the Home Phone Service Packs and Charges on our website at <a href="http://www.rasimple.com.au">www.rasimple.com.au</a>
Post a bill	Printed bill posted to the address nominated in your account details	\$2.20 per bill

### 7. Acceptable Use

- 7.1. You acknowledge that this Plan is intended for ordinary household and domestic use and assumes a typical domestic call mix, call volumes, call durations and data usage. You will:
- a. not use this service for a purpose other than ordinary household and domestic use; and
  - b. use the service for a mix of calls, volume of calls, call durations and data usage reflecting typical patterns for that use.
- 7.2. Any use of the service which is not in accordance with this policy is what we call “misuse”. If such misuse continues after we give notice in writing of the misuse, we may terminate the Service immediately without liability for loss or damage caused.



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### GENERAL TERMS AND CONDITIONS

#### 1. Period of the Agreement

1.1. The Agreement starts when we have accepted your Application and ends when the Service is cancelled, by us or you.

#### 2. Minimum Contract Period

2.1. A Minimum Contract Period applies to some Plans. It is the minimum period during which you must acquire a Service. The Minimum Contract Period is set out in the Plan Description. The Minimum Contract Period commences from the date we activate the Service.

#### 3. Cancellation

- 3.1. If, during the Minimum Contract Period, you cancel the Service or we cancel the Service because of your default, you are liable to pay a cancellation fee. The cancellation fee is equal to the total monthly recurring charges for the Service for the remaining term of the Minimum Contract Period.
- 3.2. If there is no Minimum Contract Period, or if the Minimum Contract Period has expired, we will continue to supply the Services on a month-to-month basis until you cancel them or we cancel them.
- 3.3. Despite this, if you are cancelling because you are leaving your village, no cancellation fee applies. If your estate cancels the service, no cancellation fees apply.

#### 4. Applications

- 4.1. You promise that information provided to us in the Application is true and correct. We may charge you a resubmission fee if it is not.
- 4.2. By applying for a service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the Agreement.
- 4.3. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

#### 5. Installation

- 5.1. We will endeavour to schedule an installation time that suits you. If we schedule an installation time, and you are not available when we arrive, we will re-schedule at no charge. If you are not available when we arrive the second time, we reserve the right to charge you for a re-scheduled installation at our normal charge out rates.
- 5.2. Installation charges, set up fees and equipment fees are billed in the first bill we send you after installation.

#### 6. Your Private Information

- 6.1. We are required by law to collect certain personal information about you, including your name, address and telephone service number in order to provide it to the operator of the Independent Public Numbering Database (IPND). Information in the IPND is used to develop directories and to assist emergency service organisations.



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- 6.2. We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us collecting and disclosing your personal information including any unlisted telephone number and address from or to:
- a. any credit providers or credit reporting agencies;
  - b. any law enforcement agencies;
  - c. to conduct ongoing credit management of your account;
  - d. any upstream supplier for purposes connected with the service; and
  - e. any person who provides us with your username(s) or password(s).
- 6.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

### 7. Billing and Payment

- 7.1. We will send you a bill by email at the end of each billing period.
- 7.2. If you request us to post a printed bill to you, we reserve the right to charge you for that service.
- 7.3. You must pay all outstanding amounts by the due date as shown on your bill. A late payment will incur a \$5.00 late payment fee.
- 7.4. Usage records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill.
- 7.5. Payments may be made to us through our available payment methods. Service fees and charges may apply for some available payment methods.
- 7.6. We will apply payments made by you against outstanding bills at our discretion.
- 7.7. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.
- 7.8. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.
- 7.9. Accounts paid with a Visa or Mastercard credit card will incur a surcharge of 2.0% (incl. GST) of the debited amount when we debit the card. Accounts paid with a Diners Card or American Express credit card will incur a surcharge of 4.0% (inc GST) of the debited amount when we debit the card.
- 7.10. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to



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a clear error on our part. Dishonoured payments incur a \$50.00 inc GST. Direct Debit rejections incur a \$50.00 inc GST.

- 7.11. We will not accept Prepaid Visa/Master credit cards or gift cards.
- 7.12. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs, debt collection agency costs and interest.

### 8. Changes to the Agreement

- 8.1. We may change the agreement in the following circumstances:
  - a. Where you agree to the change;
  - b. Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;
  - c. Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;
  - d. Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
  - e. Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;
  - f. If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days notice of the change.
- 8.2. We may withdraw any plans or packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed period contract.
- 8.3. Notice of a change to the agreement may be given by us by email to your nominated account email address, with or as part of a bill, or otherwise in writing, including by fax or mail.
- 8.4. If we change the agreement under clause 2.1(f), you may cancel the agreement within 42 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.
- 8.5. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 42 day period, is deemed acceptance of the variation, alteration, replacement or revocation.

### 9. Equipment

- 9.1. Equipment supplied to enable a Service is at our discretion, as we consider appropriate from time to time. We reserve the right to replace equipment with alternative equipment.
- 9.2. Equipment on our side of the service boundary remains our property at all times. The service boundary may differ from the network boundary, under relevant law.
- 9.3. You will follow our operating instructions for our Equipment and will not use our equipment except in accordance with them.



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- 9.4. You will keep our equipment free from damage, defect, fault or other failure except resulting from fair wear and tear. This includes causes such as electrical surges, accidents, fire, theft and water damage.
- 9.5. You will not use our equipment in conjunction with additions, accessories or attachments other than those supplied by us for that purpose or approved by us for that purpose.

### 10. Usage

- 10.1. You acknowledge that charges will be incurred when the service is used. It is important that you take steps to ensure that such usage does not occur without your authorisation.
- 10.2. You must ensure third parties cannot access or use such equipment without your authority.
- 10.3. You must ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.
- 10.4. You are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a manifest error by us.
- 10.5. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.
- 10.6. While we will use our best endeavours in providing the service, you use it at your own risk. Even if you use equipment or permit another person to use your service, you are solely responsible for its use including:
- the calls made and messages sent;
  - the sites and content accessed;
  - the content or software downloaded and its effect on your equipment or service;
  - the products and services purchased;
  - the information provided to others;
  - the installation or use of any equipment or software whether provided by us or not;
  - the modification of any settings, data or equipment whether instructed by us or not;
  - the personal supervision of any users under the age of 18 who use the service; and
  - the lawfulness of your activities and accessing any sites and third party content.

### 11. Acceptable Use

- 11.1. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:
- not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
  - not breach any standards, content requirements or codes set out by any relevant authority or industry body;
  - not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
  - not use the service for commercial purposes or in any way distribute or resell the service without our written permission;



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- e. obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
  - f. give us all information and cooperation that we may need in relation to the service; and
  - g. advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
- 11.2. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.
- 11.3. We may suspend or terminate, with or without notice, your service if, in our reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive the service. Such activities include, but are not limited to:
- a. 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
  - b. being listed or causing the listing of us or our other customers on any real-time blacklist;
  - c. e-mail bombing and the use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
  - d. attempting to obtain unauthorised access to other Internet servers and systems; and
  - e. making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.
- 11.4. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.
- 11.5. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.
- 11.6. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.
- 11.7. We may monitor the use of your service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your service. If we do so we will endeavour to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.





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11.8. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies.

### 12. Suspension/Disconnection of the service

12.1. We may disconnect the service and cancel the agreement at any time by giving 30 days notice.

12.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However we may suspend or disconnect your service without notice to you where:

- a. you exceed the amount of your usage limit or credit limit;
- b. there has been, in our opinion, unusual activity on your service;
- c. you have not paid charges when due;
- d. you do something which we believe may damage the service network;
- e. you are no longer approved by us under our policies to receive the service;
- f. an authority such as the ACMA or enforcement agency instructs us to do so;
- g. we believe you have used your service for unauthorised, criminal or unlawful activity;
- h. you vacate the premises in which you are provided the service without notifying us;
- i. the network or the service network requires repairs or maintenance;
- j. we believe it is necessary to comply with our legal obligations;
- k. we are entitled to do so under the plan or package;
- l. you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

12.3. In the following additional circumstances we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

- a. you do anything which we believe may damage the service network;
- b. you have used the service other than in accordance with the agreement;
- c. you do not comply with the terms set out in a Plan Description or Service Description and Terms.

12.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

12.5. Where we are entitled to suspend or disconnect one or more services in a bundle, we may suspend and disconnect every service in that bundle.

12.6. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

12.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with this clause.



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### 13. Force Majeure

- 13.1. We will not be liable for any delay in installing any service, any delay in correcting any fault in any service, any failure or incorrect operation of any service, or any other delay or default in performance under this Agreement if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

### 14. Liability

- 14.1. You may have rights and remedies under the Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement, and under the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- 14.2. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
- 14.3. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person
- 14.4. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.
- 14.5. Where you are two or more persons your liability will be joint and several.

### 15. Assignment

- 15.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.
- 15.2. We may transfer our rights and obligations under this Agreement if we reasonable consider there will be no detriment to you.

### 16. Governing law

- 16.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

### 17. Charge-Out Rates

- 17.1. Where we perform works that our outside our normal installation, service and support boundaries, we will charge for these services at the following rates:
- |                       |                                                |
|-----------------------|------------------------------------------------|
| a. Technical support  | \$80/hour ex GST, minimum charge of 30 minutes |
| b. On-site technician | \$150/hour ex GST, minimum charge of 1 hour.   |



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|----|---------------------------|-------------------------------------------------|
| c. | Re-scheduled installation | \$150/hour ex GST, minimum charge of 1 hour     |
| d. | Cabling works             | \$110/hour ex GST, minimum charge of 30 minutes |

### **Complaint Handling Policy**

We aim to provide our customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.

**You may make a complaint for escalation at [www.rasimple.com.au](http://www.rasimple.com.au).**



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### FAST BROADBAND SERVICE DESCRIPTION AND TERMS

#### 1. Description

- 1.1. Fast Broadband is a high speed broadband internet connection which operates over one of several technologies. The choice of technology is at our discretion.
- 1.2. We will accept a Fast Broadband Service is faulty if the speeds obtained by our technicians conducting line testing over the local access circuit are below 5Mbps (Megabits per second) download and 2Mbps upload. The local access circuit is the circuit between your residence and our core network switch.
- 1.3. Actual internet access speeds can vary substantially for many reasons. Whilst we accept responsibility for speeds over the local access circuit, we do not guarantee internet access speeds.
- 1.4. To acquire Fast Broadband, you must be in an area covered by our network, which we will publish on our website at [www.rasimple.com.au](http://www.rasimple.com.au).
- 1.5. You may use Fast Broadband for personal, domestic or household use. You may not resell the service nor allow it to be used for commercial purposes.
- 1.6. To install Fast Broadband, we disconnect your line from the old copper telephone network (so called Public Switched Telephone Network or “PSTN”). Services you have which rely on a connection to the PSTN may be affected. This includes telephone services with other providers and back to base alarm systems with other providers. Contact us and we can help replace these services.

#### 2. Support

- 2.1. We provide support for setting up your account, installing the service, our own equipment, changes to your account and service, and ongoing availability of the connection to the internet. This support are included in your monthly subscription fees.
- 2.2. We can provide support for email accounts, for uploading and downloading from websites or for your computers, laptops or smartphones. This support is not included in your monthly subscription fees. We will charge these services to you at our normal charge-out rates for technical support.

#### 3. Faults

- 3.1. We will do our best to deliver you a reliable internet service, however we cannot guarantee a fault free uninterrupted service, or guarantee the speed, performance or quality of the service.
- 3.2. You must direct all queries regarding faults, outages and service issues to either the email address, online chat address or the phone number we provide for that purpose from time to time.
- 3.3. We are responsible for the service to the service boundary. For the Fast Broadband Service, the service boundary is the customer side of the modem we install. You are responsible for cabling and equipment on your side of the service boundary. You are also responsible for cabling on your side of the network boundary, as defined by relevant laws, which may differ from the service boundary.



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3.4. If we conduct a site visit to your premises, and find that the fault lies with your cable or equipment and not within our network, we reserve the right to charge you for the call out at our normal charge-out rates.

### 4. Equipment

4.1. We will supply you with a modem to connect to Fast Broadband. We own the modem.

4.2. You may only use equipment we supply to connect to Fast Broadband.

### 5. Charges and Fees

5.1. Set up, installation and other once off charges are billed in the month in which the Service is established or otherwise the month in which the charges is incurred.

5.2. The Monthly Recurring Charges for the service are billed monthly in advance, unless we state otherwise in the Plan.

5.3. You will be billed within 14 days of the end of the prior month for the following period's subscription fee and you agree to acquire the service for that period.

### 6. Data Allowances

6.1. If a Plan specifies a data allowance with excess usage charges, you will be billed for all usage in excess of the specified allowance at the rate specified, and if no rate is specified, at the rate of 9 cents per Megabyte.

6.2. To calculate you usage:

a. we use the greater of either your aggregate download use or aggregate upload use;

b. 1GB (Gigabyte) = 1000 MB (Megabytes); and

c. 1MB = 1000 KB (Kilobytes) .

6.3. Excess usage charges are billed monthly in arrears, unless stated otherwise in a Plan.

6.4. If a Plan specifies a data allowance with throttling, your connection speed will be slowed to as low as 64kbps when you exceed the data allowance.

6.5. You can monitor your history and data usage by logging into your account at [www.rasimple.com.au](http://www.rasimple.com.au).

6.6. We may elect not to provide a usage meter on plans with unlimited usage.

### 7. Service Changes

7.1. You are free to migrate your Service to a Plan of higher value without charge.

7.2. Otherwise, all changes to your Service will incur a fee as follows:

a. Change of Plan \$50.00 administration fee

b. Relocation Re-installation fees available on request

c. Termination See General Terms and Conditions

7.3. Any change to a Service (including a change of Plan) will cause the application Minimum Contract Period to re-commence.

### 8. IP addresses

8.1. We may provide you with dynamic or static IP addresses as described in the Plan, and if not specified then we will provide dynamic IP addresses.

8.2. You agree that the IP Address(es) issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP Address(es) ceases.

8.3. We are responsible for all DNS delegation and routing in connection with the service.



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### **9. Email**

- 9.1. We do not supply an email account or address with this service.
- 9.2. If you ask us to assist with changing your email address, we reserve the right to charge for the work at our usual charge our rates.

### **10. Filtering**

- 10.1. We reserve the right to inspect and filter content, including for the purpose of:
  - a. Adding or deleting websites from our filter list without prior notice to you;
  - b. Prioritise and de-prioritise traffic on our network; and
  - c. Limit access to certain content and categories of traffic during periods of high network traffic.



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### HOME PHONE SERVICE DESCRIPTION AND TERMS

#### 1. Service Description

- 1.1. The Home Phone Service is a voice calling service comprising:
  - a. a connection to our IP Voice platform;
  - b. the ability to make and receive calls;
  - c. a telephone number; and
  - d. a listing of the telephone number in a telephone directory.
- 1.2. Our IP Voice platform is a carrier grade voice solution delivered over our private “IP” data network. It is like a traditional telephone service, except it uses modern technology.
- 1.3. You acknowledge that our Home Phone Service will not work if there is a power failure or if there is a network failure. Our Home Monitoring service will continue to operate for 36 hours in the event of a power failure at your residence.
- 1.4. Our IP Voice platform supports:
  - a. local number portability;
  - b. number allocations based on geography;
  - c. updates to the IPND (“Integrated Public Number Database”); and
  - d. emergency calls to “000”.
- 1.5. The Service does not support calls to;
  - a. Operator assisted services including 1234, 12456 and 1225;
  - b. All 19/1900 information services;
  - c. Numbers using pre-selection or override codes; and
  - d. Destinations where our IP Voice platform cannot ascertain the telephone number of the call (for example where operator assisted calls connect calls to a termination number on behalf of a caller).
- 1.6. Unlike most Voice over IP (or “VoIP”) services, our connection is not carried over the internet. This means we can measure, monitor and manage the voice quality and the security.

#### 2. Charges and Fees

- 2.1. Set up, installation and other once off charges are billed in the month in which the Service is established or otherwise the month in which the charge is incurred.
- 2.2. The Monthly Recurring Charges for the service are billed monthly in advance, unless we state otherwise in the Plan.
- 2.3. You will be billed within 14 days of the end of the prior month for the following period’s Monthly Recurring Charge and you agree to acquire the service for that period.
- 2.4. Call Usage Charges and other charges under your Plan are set out on our website from time to time at [www.rasimple.com.au](http://www.rasimple.com.au). You acknowledge having read these details and agree to them.
- 2.5. Call Usage Charges and other charges are billed monthly in arrears.
- 2.6. In our bill, we will provide details of call data records to enable you to check your call usage.

#### 3. Equipment



## TERMS AND CONDITIONS – SIMPLE BUNDLE

3.1. We will provide you with equipment which will enable you to connect a standard telephone to our Home Phone Service. We do not guarantee interoperability with all telephones, nor do we guarantee that the features and functions of your telephone will be supported by our Service.

### 4. Service Packs

- 4.1. Service Packs are bundles of functions and features that enable you to build a home phone service to meet your specific needs.
- 4.2. We may add and remove Service Packs from time to time by notice in writing to you. For a list of currently available Service Packs, please go to our website at [www.rasimple.com.au](http://www.rasimple.com.au).
- 4.3. If we upgrade a Service Pack to include new features or functionality, you must purchase the upgraded Service Pack to access these new features and functionality.
- 4.4. If you wish to cancel a Service Pack, you are free to do so by email in writing to us at [cancellations@rasimple.com.au](mailto:cancellations@rasimple.com.au), subject to any conditions in your Plan. We will process your cancellation within 14 days.

### 5. Phone Numbers

- 5.1. If you do not already have a phone number for your phone for use with the service, we will issue you a phone number.
- 5.2. All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).
- 5.3. We may be required to recover or recover and replace 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.
- 5.4. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge. 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.
- 5.5. You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.
- 5.6. Your right to use the phone number ends if you no longer obtain the service unless you port the phone number.

### 6. Local Number Portability

- 6.1. We support transferring phone numbers ("Local Number Portability" or "LNP") with the following carriers: Telstra, Optus, Primus, Verizon, Soul, TPG, Gotalk, iiNet, Symbio Networks and AAPT.
- 6.2. We may at our discretion add or remove carriers from the list of carriers to and from whom we support LNP. You will not request ports from carrier other than those listed.
- 6.3. If you wish to transfer a phone number, you will sign a Port Authority Form in the form we supply.
- 6.4. You will pay the charges associated with LNP as set out in your Plan and otherwise specified in our Home Services Charges document at our website at [www.rasimple.com.au](http://www.rasimple.com.au).





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- 6.5. We will use best endeavours to process your request in a timely manner and in compliance with relevant codes however we do not guarantee the feasibility or success of a port request nor that you will receive continuity of service during a port.
- 6.6. You authorise us to sign on your behalf and in your name forms of authority to your current supplier to transfer your service number(s) to us and you authorise your current supplier to transfer to us all services relating to the service numbers transferred to us.
- 6.7. If your current supplier charges or credits us with any amount concerning services provided before the date of transfer, we will credit or charge that amount to your account accordingly and as soon as practicable. You agree to pay that amount.
- 6.8. You indemnify us against any claims made by your current supplier to us in relation to any amounts owing by you to them.
- 6.9. If you stop obtaining a Home Phone Service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.
- 6.10. We are not liable to you for any expense or loss incurred by you due to any recovery and replacement of a phone number, you ceasing to have the right to use a phone number, us failing to port a phone number or any discontinuity of service during a port.
- 6.11. You may transfer your service number to another carrier or service provider. If you do so you acknowledge and understand that:
  - a. charges may apply as a consequence of a transfer from us to another carrier or service provider;
  - b. any outstanding fees and charges which remain are your responsibility;
  - c. the transfer may result in disconnection of any related services;
  - d. it is your responsibility to ensure that any equipment or software used by you in connection with your service works with your new carrier or service provider; and
  - e. if after the transfer of your service from us, you continue to use our service (for example through the use of an override code), you agree to pay us for any fees and charges incurred for those services.



## TERMS AND CONDITIONS – SIMPLE BUNDLE

### HOME MONITORING SERVICE DESCRIPTION AND TERMS

#### 1. Service Description

- 1.1. Our Home Monitoring Service is a monitoring service that facilitates the connection of a user requiring assistance to a response centre using a local unit of equipment.

#### 2. Equipment

- 2.1. We will supply alarm monitoring equipment (“Equipment”). The Equipment may be:
  - a. a static device, for example a desk mounted unit;
  - b. a mobile device, for example a pendant unit; or
  - c. a combination of one or more static and mobile devices.

#### 3. Monitoring Service

- 3.1. We will:
  - a. Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment (“Alarm”);
  - b. As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
  - c. Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
  - d. If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.

#### 4. Limitations on Monitoring

- 4.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.
- 4.2. Our obligations shall under no circumstances extend beyond the obligation to receive and relay alarm calls as set out above and We shall not be liable directly or indirectly for any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

#### 5. Medical Conditions, Emergency Contacts and Numbers

- 5.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.
- 5.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.
- 5.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

#### 6. Telecommunications Failures

- 6.1. We will connect the Equipment with a fixed, wireless, mobile, data or such other telecommunications service, and on such technology, as we consider appropriate from time to time.



## TERMS AND CONDITIONS – SIMPLE BUNDLE

- 6.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.
- 6.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

### 7. Acceptable Use

- 7.1. You will not, and will not permit any other person to:
  - a. make persistent or unnecessary calls without reasonable cause;
  - b. use any SIM card we supply for any purpose other than for the Service;
  - c. make unnecessary maintenance service requests;
  - d. abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
  - e. return Equipment in working order for repair under warranty; and
  - f. otherwise abuse the Equipment or the Service,

(each an “Unacceptable Use”)

- 7.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

### 8. Confidentiality

- 8.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.
- 8.2. We adhere to the National Privacy Principles and will protect your rights to privacy.
- 8.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.
- 8.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

### 9. Suspension

- 9.1. We may suspend the Service if you have made any material misstatements to Us.

### 10. Maintenance of Equipment

- 10.1. We will provide a remedial maintenance service to maintain the Equipment in satisfactory operational conditions including the replacement of serviceable parts or components.
- 10.2. You will promptly ask us to repair or replace damaged or faulty Equipment.
- 10.3. We will not charge you for remedial maintenance, repair or replacement of damaged or faulty Equipment arising from fair wear and tear, or from a claim under warranty.
- 10.4. You agree to pay our reasonable costs and expenses for remedial maintenance, repair or replacement of Equipment arising otherwise than from fair wear and tear or a claim under warranty.
- 10.5. You will not allow any other person to service, repair, adjust, alter or interfere with Equipment.



## TERMS AND CONDITIONS – SIMPLE BUNDLE

10.6. You will permit us and our agents and sub-contractors entry to the premises where the Equipment is located on reasonable notice to inspect, repair or replace the Equipment.

10.7. Except for repairs under warranty below, you will pay for maintenance of Equipment by our

### **11. Warranty Period**

11.1. The warranty period on the Equipment is 12 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.

11.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as “Claim for Repair under Warranty”.

11.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

### **12. Return Upon Termination**

12.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.



The RetireAustralia network

## **TERMS AND CONDITIONS – SIMPLE BUNDLE**

### **OTHER INFORMATION**

#### **How do I contact customer support?**

Call technical support on 1300 130 185

#### **How do I monitor usage?**

You can monitor your usage and your calls by logging into Your Account online at [www.rasimple.com.au](http://www.rasimple.com.au).

#### **How do I make a complaint?**

If you are not happy with us, give us a call first, we would love to resolve it if we can. But if you wish to make a formal complaint please contact Customer Relations, a specialist complaint resolution team, by emailing [complaints@rasimple.com.au](mailto:complaints@rasimple.com.au). If you are still not happy, you may be able to seek complaint mediation or further assistance from the Telecommunications Industry Ombudsman on 1800 062 058 or by email at [tio@tio.com.au](mailto:tio@tio.com.au).

**THIS IS A SUMMARY ONLY, SEE THE FULL COMPLAINTS POLICY AT [www.rasimple.com.au](http://www.rasimple.com.au).**