

## Terms and Conditions Internet Service

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The terms of your standard INS LifeGuard personal response / medical alarm service are set out in our general Terms & Conditions, a copy of which was provided to you upon commencement of your INS LifeGuard service. This document covers specific terms and conditions for use of INS LifeGuard's Internet Service.

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### 1. Registering and Using Your Service:

- 1.1 We provide the INS Internet Service to you mainly for your personal use.
  - 1.2 We will connect your INS Internet Service once you register for it by providing us with your name, address, email address and other information and identification reasonably requested by us. We will also require you to sign an Order Form outlining the costs you have agreed to. We may request further information from you that must be supplied provided that our request is reasonable.
  - 1.3 You must notify us of any changes to your name, address and email address within 14 days of such change by calling us on **1800 636 226** or emailing [lifeguard@theinsgroup.com.au](mailto:lifeguard@theinsgroup.com.au).
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### 2. Fees:

- 2.1 Any charges for which you are liable under this Contract must be paid within fourteen (14) days of you being invoiced. However in cases of genuine hardship, alternate payment arrangements may be negotiated with INS.
  - 2.2 You may elect to pay monies payable under the Contract by credit card or by cheque or money order. You agree to complete documents relating to your proposed payment method if required by INS.
  - 2.3 If any money due to INS under this Contract is not received by the due date, INS may charge interest from the date on which payment is due until the date on which payment is received. Interest is to be calculated on a daily basis at an interest rate of 12% p.a.
  - 2.4 You shall be liable for all reasonable collection costs (including our total legal fees) incurred by INS to enforce collection of overdue fees or other money due to INS under this Contract.
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### 3. Your Obligations when Using our Internet Service:

- 3.1 You must comply with all our reasonable directions regarding the access and use of the INS Internet Service.
- 3.2 You must ensure you keep your account information, password, data and equipment secure.
- 3.3 You must ensure that any other people whom you allow to use the INS Internet Service provided to you comply with all terms and conditions herein.
- 3.4 You warrant that in accessing and using the INS Internet Service you will only use software that you are legally entitled to use.
- 3.5 You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the INS Internet Service and we will not be held responsible in any way for any content or information accessed via the INS Internet Service, except where we actually provide such content or information.

- 3.6 We disclaim all or any liability for any material on the internet that you may find offensive, upsetting, defamatory or personally offensive.
- 3.7 You must not access, nor permit any other party to access, the INS Internet Service for any purpose or activity of an illegal or fraudulent nature.
- 3.8 You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the INS Internet Service that would infringe the intellectual property rights of any person.

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## 4. IP Addresses:

Any IP addresses allotted to you by us, whether as a static address or dynamically allocated, remains our sole property, may be changed or revoked by us at our sole discretion at any time, and is not transferrable.

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## 5. Cancellation and Suspension:

- 5.1 You can cancel your service at any time by telling us you wish to do so.
- 5.2 We may suspend or cancel a service for a number of reasons – including when you are in breach of any of our Terms and Conditions (such as using your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability, or is illegal), in an emergency, if we're legally required to or if we need to work on our networks. The amount of notice (if any) we give you depends on the circumstances.
- 5.3 If a service is cancelled or suspended, you are still required to pay relevant charges up to the date of cancellation or suspension.

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## 6. Rights:

- 6.1 We use due care and skill whenever we provide you with an INS Internet Service. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws which may apply to the INS Internet Service that we supply. However, the nature of telecommunications systems (including reliance on some systems that we don't own or control) means we cannot promise that your INS Internet Service will be continuous or fault-free.
- 6.2 We do not warrant that the INS Internet Service is available in each place within an area where there is coverage, that drop-outs will not occur, or that there will be no congestion on the network.
- 6.3 Your broadband speed is dependent on a number of factors, including your plan, location, network congestion, number of internet connections in the household and other factors.

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## 7. Privacy:

Please read our Privacy Policy, available online at [www.theinsgroup.com.au](http://www.theinsgroup.com.au) which sets out how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information. You agree to the collection, use and disclosure of your personal information in accordance with The INS Group's Privacy Policy. You agree and acknowledge that The INS Group Privacy Policy as amended from time to time forms part of the terms and conditions of this document.

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## 8. Complaints:

- 8.1 We aim to resolve all problems and complaints quickly and effectively. If you have any concerns, please call us on **1800 636 226** or email [lifeguard@theinsgroup.com.au](mailto:lifeguard@theinsgroup.com.au).
- 8.2 If you're not satisfied with our response, a supervisor or manager will review your concern and the way it was handled.

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- 8.3 If we are unable to resolve this matter to your satisfaction, you can contact the Telecommunications Industry Ombudsman (“TIO”). The TIO is an office of last resort for complaints about telephone and internet services, they’ll only get involved in a complaint after you’ve tried to resolve it with us. Their contact details are listed in the White Pages®.
  - 8.4 The Office of Fair Trading (or similar) in your State or Territory may also investigate complaints.
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## 9. Our Obligation and Liability:

- 9.1 INS may transfer its rights and obligations under this Contract to any other person or company. If INS does this it will give you notice.
  - 9.2 You may not transfer your rights.
  - 9.3 Notices to you will be effective if they are delivered to you personally or posted to your address last known to INS.
  - 9.4 We are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract).
  - 9.5 We are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss.
  - 9.6 We are not liable for any loss caused by us failing to comply with our obligations in relation to your service where that is caused by events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike, or an act of God).
  - 9.7 Any provision of this Contract which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, void or unenforceability without invalidating the remaining provisions.
  - 9.8 The law of the State or Territory in which your home is located will govern this Contract.
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Your signature below indicates you acknowledge that you have read and understood and agreed to be bound by the above Terms and Conditions.

Signed by:

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Date:

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