



## Terms of Use

1st March 2009

### About this website

This is a website operated by Once Life Pty Limited (Once) ABN 79 124 538 414 AFSL 320165 (“we”, “us” and “our”).

Your use of the information on this website is governed by these Terms of Use, including our Security Statement and Privacy Policy.

Taking advantage of any offer on this website, or signing up to any of our services offered on this website requires entry into a binding contract, whether any fee is charged or not, which will require your agreement to the terms which will be set out in respect of that offer. You may discontinue the process at any time up to the time that you submit your agreement to the terms for that particular offer. We reserve the right to withdraw any offer, and to change the terms of any such offer, at any time, and only the amended terms of offer may be accepted by you after we change the terms on this website.

This website includes information provided by financial institutions, billing organisations (“billers”) and others in connection with the services we offer. We reserve the right to change billers, financial institutions and other organisations referred to, and information about them, at any time. We accept no responsibility in respect of any such information or any change to that information.

### Disclaimer

The information contained in this website is provided for your information and use and should not be taken as constituting personal advice (financial, legal or otherwise). The tools provided are for illustrative purposes only and the results they give should not be taken as constituting personal advice (financial, legal or otherwise). Whilst we have made every effort to ensure that such information and tools are correct and complete, we have relied on third party providers and there can be mistakes made, so we do not guarantee the correctness or completeness or appropriateness to you of any of the information provided or linked on this website or the tools (or any calculation) on this website. Please ensure you check any information or the results of using any tool if you intend to rely on them. We would appreciate your telling us if you find any error or omission, so we can fix it.

Please also remember when you are using this website that your equipment, our systems and the Internet are sometimes subject to performance constraints, which can affect the speed of the website and the use of it you may wish to make. You may experience errors and service interruptions when using this website or accessing any links available on it. In addition, the website may not be available at all times. We do not warrant that this website will be free from viruses or other harmful data, code, components or other material. We will not have any liability to you in relation to any of these issues.

### Limitation of Liability

To the fullest extent permitted by law, we:

- a) exclude all warranties, conditions and all implied terms in respect of this website and any services offered on it which are not expressly included in these Terms of Use; and
- b) will not be liable for any loss or damage of any kind suffered by you, regardless of the nature of such loss or damage (including without limitation, any direct, indirect, incidental, special or consequential loss or damage, or for any loss of data, profit or opportunity), and regardless of the nature of the claim, whether in contract, tort (including negligence) or any other legal theory, and whether or not we know of the possibility of such loss or damage.

We will only accept liability where we have expressly agreed to do so in a contract between us, or such liability is prescribed by statute and has not been validly excluded by these Terms of Use. In such cases where the law imposes upon us a liability which cannot be excluded, to the fullest extent permitted by law, our liability will be limited at our option to (i) the supply of services again, or (ii) the payment of the cost of having the services supplied again.

## **Jurisdiction**

The [www.oncelife.com.au](http://www.oncelife.com.au) website is provided for use only by Australian citizens living in Australia, NZ, US, Canada, UK, Ireland, Hong Kong and Singapore. It's also provided to Australian residents who hold an Australian Permanent Residency visa or a NZ resident living permanently in Australia. All matters relating to this website are governed by and are to be construed in accordance with the laws applicable in the State of New South Wales and the Commonwealth of Australia.

## **Privacy**

### **Information we will collect**

Personally identifiable information – such as your name, address, phone number, and email address – will not be collected by us when you are browsing this website unless you use our on-line tools or calculators or if you contact us using an on-line enquiry form on this website.

We will track how our site is used via the collection of non-personal data. The data we collect may include the pages visited on this website, the path taken through the website, time, date and duration of visit, browser type and IP address. Non-personal data is collected via cookies.

We utilise "cookies" (small text files placed on a user's computer by our web page server) which enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

### **How we will use and disclose the information we will collect**

Non-personal data will be aggregated for reporting about the usability, performance and effectiveness of this website. It will be used to improve the website users' experience, usability of the website and site content.

Any information provided to us through the email enquiry form on this website will be used and disclosed for the purpose of responding to your query and for any reasonably related purposes. The information provided to us will be stored for future reference using security measures referred to below.

Your personal or other information or data collected by us when you use our on-line tools or calculators allows you to utilize those on-line tools and calculators and:

- may only be used by us or our related companies for internal research, assessment or statistical purposes that are aimed to improve the value of our services; and
- may only be disclosed to third parties for the purposes of providing these services.

For more information on how we handle personal information generally, please refer to our [Privacy Policy Statement](#).

You may, pursuant to the Privacy Act 1988, have access to any personal information relating to you which may be in our possession. To make any enquiries about accessing your personal information you may contact us on 1300 66 23 54 or 02 9993 1511 if you are calling from outside Australia.

## **Copyright and Trade Marks**

Copyright and all other intellectual property rights subsisting in all text images and other materials on this website, the software used to run it and all documentation accessible on it is owned by us and our licensors and/or suppliers, unless expressly indicated otherwise. Your use of the whole or any part of it (including downloading, reproducing, communicating to the public, copying, modifying or adapting the whole or any part) is prohibited except for the purposes only of use for the purposes of your relationship with us as is made clear from this website.

Once, Once Life, OnceOnline and Pay4Sure are trade marks of Once Life Pty Ltd, Once Australia Pty Limited and our related companies that form part of our corporate group and may not be used by any person for any reason in respect of any goods or services except with our express written agreement.

## **Linking to [www.oncelife.com.au](http://www.oncelife.com.au)**

Please contact us if you would like to have a link on your website to any part of this website. You may not link another website to this website, by any means or at any level, except with our express written agreement.

## **Links to other websites**

Where any link is provided to any third party website for any reason, such link is provided in good faith but we do not endorse or approve such third party or the goods, services or information it provides. We have no control over and accept no responsibility for the content of any third party website or the goods, services or information provided by such third party, whether providing a service to you, others or us. If any mistake or misrepresentation occurs on any such website or otherwise in any goods, services or information provided by such third party, the responsibility lies solely with the third party. Due to the nature of the Internet, we cannot guarantee that such links will be effective at all times.

## **Acceptance and Changes to Terms of Use**

You acknowledge and accept that your use of this website indicates your acceptance of these Terms of Use and the Privacy and Security Statement.

We may change these Terms of Use at any time by publishing amended Terms of Use on this website. Your continued use of this website constitutes your acceptance of any such changes.

## **Security Statement**

### **Security Features**

Once Life Pty Limited is committed to implementing a number of security controls to ensure the integrity and security of data. These include the implementation of:

1. 128 bit SSL encryption. This level of encryption will be used on all data that is sent between your computer and any of the secure pages on our website.
2. A time-out period after a period of browser inactivity to reduce the risk of anyone else accessing your account details if you leave your computer.
3. Regular security reviews of the Once Life Pty Limited systems architecture.

However, given the nature of the Internet, we cannot guarantee the security of your information.

### **Security Precautions**

Below are some simple actions you can take to protect your information and increase your own security when transacting on line. This list should not be regarded as exhaustive and is provided for information purposes only. We will not be liable to you in any way should you fail to perform these actions. You also agree that you are solely responsible for all transactions on this website that are conducted under your Customer ID and Password.

1. Make sure you sign in via the authorised Once Life site address [www.oncelife.com.au](http://www.oncelife.com.au) and always sign in directly from your browser.
2. Check that the secure session has been authenticated with a valid security certificate.
3. Never accept links or redirections from other websites or emails for the purpose of signing into this website.
4. Be wary of using public or Internet Cafe computers to access or perform financial transactions.
5. Always check for a locked padlock symbol at the bottom right corner of your browser, as this indicates it is secure to use.
6. Ensure you do not record or save your Customer ID and/or Password on your computer.
7. Disable or switch off the option on your browser for retaining user names and passwords.
8. Ensure that you are not observed when entering your Customer ID and Password when you sign into [www.oncelife.com.au](http://www.oncelife.com.au).

For your security, your Password should:

- not contain your name, date of birth, telephone number or address
- not be disclosed to anyone else, not even family members or friends
- not be stored in your computer's programmable function keys
- be changed regularly and be easy to memorise but difficult to guess
- keep your Password secret and change it regularly.
- If you have lost, forgotten or misplaced your Password, please advise Customer Service as soon as possible.
- Once should be notified immediately if you suspect that your Password has been compromised or you are concerned of any suspect activity on your Account.
- REMEMBER: Once staff will never ask you for details of your Password.
- Always use the latest antivirus, anti-spyware and firewall software to maintain security.
- If there are any transactions you are unfamiliar with or that look suspicious, please Contact Us.