

## Our Customer Relationship Agreement MOBILE BROADBAND SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

### **1. ABOUT THE MOBILE BROADBAND SERVICE DESCRIPTION**

#### *About our Customer Relationship Agreement*

1.1 This is the Mobile Broadband Service Description of our Customer Relationship Agreement under which we supply a Mobile Broadband Service to you.

The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Mobile Broadband Service.

#### *Service Options*

1.2 The Service Options for the Mobile Broadband Service are set out in the Pricing Schedule.

### **2. THE MOBILE BROADBAND SERVICE**

#### *What is the Mobile Broadband Service?*

2.1 The Mobile Broadband Service provides access to the internet over a Wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Optus Mobile (**The Optus Network**). Depending on the Plan chosen, the device used and network availability the Service uses:

- (a) the 2100MHz/900MHz frequency bands of the Optus Network (**3G Dual Band Network**);
- (b) the 2100MHz frequency band of the Optus Network (**3G Single Band Network**);
- (c) the 1800MHz frequency band of the Optus Network using LTE technology (**4G Network**); and

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- (d) the Optus GSM/GPRS network.

Coverage for the Mobile Broadband Service is not available in all areas. 4G Network coverage is only available in limited areas of Perth, Sydney, Melbourne, Brisbane and Gold Coast. The 4G Network can only be used with a compatible device and on a 4G Plan. The 4G Network may also be unavailable for other reasons including during periods of network congestion. Where a 4G compatible device is used but there is no 4G Network coverage in the area or the 4G network is otherwise unavailable, the service will utilise the 3G Dual Band Network if available.

### ***Contract Term***

- 2.2 The Service is a month to month service. After the end of each month, we will continue to provide the Service until it is cancelled in accordance with the CRA.

### ***Service Requirements***

- 2.3 To receive the Service you must
- (a) meet any applicable System Requirements; and
  - (b) have the equipment referred to in clause 3.
- 2.4 The Service is only available in the areas described in clause 4.
- 2.5 You acknowledge that:
- (a) you may not be able to receive the Service at your location;
  - (b) we do not provide technical support for Services under the following conditions:
    - (A) running a network connected to the Service;
    - (B) running a network or providing network service to others for the Service;
    - (C) running connectivity software other than that provided by us with equipment we supply to you for use with the Service; or
    - (D) Macintosh operating systems below v10.0.
  - (c) Unless expressly stated otherwise on our Website a modem device that we supply to you in connection with the Service only supports a single computer connected to that modem device.
  - (d) Unless expressly stated otherwise by us, we do not guarantee that any modem device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
  - (e) We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the network point of presence, the capacity and load of that point of presence, your hardware and software, the number of individual end users using the Service at the same time and the source of the content you are accessing.

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- (f) We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your rights in relation to Interruptions to the Service set out in clauses 14.4 to 14.8 of the General Terms.

### 3. EQUIPMENT

#### *The Equipment*

- 3.1 To connect to the Mobile Broadband service you will need a PC, laptop or other device which can connect to the Internet by means of a wireless connection with Windows XP or higher or a Mac with OSX or higher installed. Depending on which hardware option you chose we will provide you with:
- (a) a SIM card for use with your own modem device that is approved by us for use with the Mobile Broadband Service;
  - (b) a mobile broadband Modem device with SIM card; or
  - (c) a mobile broadband tablet device with SIM card.

### 4. COVERAGE

#### *Service availability*

- 4.1 The Service is only available within the Optus Network coverage area and is subject to network availability.

#### *Coverage Area*

- 4.2 It is your responsibility to establish whether the location at which you wish to use the Service is within the Optus Network coverage area. To assist you we provide coverage maps which are available on our Website.

#### *Grace Return Process*

- 4.3 If:
- (a) your principal place of usage of the Mobile Broadband Service is within the Optus 3G Dual Band, 3G Single Band Network or 4G Network coverage area; and
  - (b) within 10 days from the date of the service activation, you report to us any coverage related issues relating to the use of the service at your principal place of usage,

then, subject to clauses 4.4, 4.5 and 4.6, we may allow you to cancel the Mobile Broadband Service without incurring a Break Fee and we will refund to you any upfront fees that you have paid to us in relation to the Mobile Broadband Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Mobile Broadband Service).

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### ***Mobile Broadband Service in combination with a modem device supplied by us***

- 4.4 If we agree to exercise the grace exit process and we have supplied a modem device to you in connection with the Mobile Broadband Service, we will send you a return freight bag and you must return to us, in its original condition, any modem device supplied to you by us in connection with the Mobile Broadband Service (Service Equipment) within 21 days from the date you receive the return freight bag and you must pay;
- (a) any excess usage costs incurred; and
  - (b) a Postage and Handling fee in accordance with the Pricing Schedule.

- 4.5 If we agree to exercise the grace exit process and you fail to return the modem device to us within 21 days from the date you receive the return freight bag from us, you will be charged the relevant Break Fee plus any excess usage fees.

### ***Mobile Broadband Service in combination with a tablet device supplied by us***

- 4.6 If we agree to exercise the grace exit process, and we have supplied a tablet to you in connection with the Mobile Broadband Service, we will release you from your Mobile Broadband contract without charging you a Break Fee but you will not be entitled to return the tablet to us under the grace exit process (because you could still use the tablet in connection with a fixed broadband service supplied by us or another supplier) and you must pay:
- (a) the full price of the tablet (if you are purchasing the tablet on a repayment plan, the repayment plan will be cancelled and you will be required to pay the sum of the amount of the remaining instalments under the repayment plan); and
  - (b) any excess usage costs incurred.

## **5. FAULTS**

### ***Fault Reporting***

- 5.1 If you become aware of any fault with the Service immediately report the fault to us by telephoning or emailing a Customer Service Representative.

## **6. QUOTA & SHAPING**

### ***No Freezone, WAIX, or PIPE***

- 6.1 The Mobile Broadband Service does not have unmetered access to our Freezone. All traffic is counted towards your monthly quota allowance, including WAIX traffic and PIPE traffic.

### ***Excess usage (no shaping)***

- 6.2 All traffic, both downloads and uploads are counted towards your quota allowance. Any unused part of your quota allowance expires at the end of the month and is not carried over to the next month. When your usage exceeds your allowance you will

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be charged at the rate specified in the Pricing Schedule. You will be sent a notification by email when you approach your usage quota allowance.

### *Usage Monitoring via Toolbox*

- 6.3 It is your responsibility to monitor your usage and any unused allowance at the end of period will not be carried over for use in the subsequent month. Real time data monitoring is available for 3G Plans via Toolbox. Real time data monitoring is not currently available for 4G Plans via Toolbox. We are reliant on Optus to provide us with usage information regarding 4G Plans, and there will usually be a delay of up to 48 hours (or in some instances longer) in the usage information on Toolbox for 4G Plans.

### *Other Usage Monitoring*

- 6.4 The modem devices and tablet devices that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**). Instructions on how to use Device Usage Monitoring are provided in the user manual for the devices. You should use Device Usage Monitoring as a guide only as it may not use the same methods for calculating usage as we do. For example, the Device Usage Monitoring may not monitor both upload and download traffic usage whereas both upload and download traffic counts towards your quota allowance and any excess usage charges.

## 7. CANCELLATION, SUSPENSION AND VARIATIONS

### *Cancellation or suspension by us*

- 7.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 7.2 Our rights to suspend or cancel the Service under this clause 7.2, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

### *Cancellation or suspension by you*

- 7.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 7.4.
- 7.4 If you cancel the Service after it has been provisioned but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule will apply. Subject to our Billing Policy, you authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or another iiNet Entity to you.
- 7.5 Mobile Broadband services cannot be suspended by you as there is an on-going cost incurred for maintaining the connection with the supplier that we will incur.

### *Variations*

- 7.6 If you have a 3G Plan, you may vary the Plan to another 3G Plan. If you have a 4G Plan, you may vary the Plan to another 4G Plan. Note that charges for varying your plan may apply as specified in the Pricing Schedule. You may vary your Plan by:

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- (a) completing and submitting a new online application form located on our Toolbox or My Account (as applicable to you); or
  - (b) telephoning Customer Support and asking a customer service representative to complete the application form on your behalf.
- 7.7 If you vary your Service by using the Toolbox or My Account (as applicable to you) referred to in clause 7.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 7.8 If you vary your Service in accordance with clause 7.6, such variation will not affect the duration of the Contract Term.
- 7.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping and for determining whether Excess Usage Charges are payable.