

Our Customer Relationship Agreement PIIX[®] SERVICE DESCRIPTION

iiNet Limited ACN 068 628 937

Phone: 13 22 58

Westnet Pty Ltd ACN 086 416 908

Phone: 1300 786 068

Adam Internet Pty Ltd ACN 055 495 853

Phone: (08) 8434 4000

1/502 Hay Street, Subiaco WA 6008

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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 PIIIX[®] SERVICE DESCRIPTION

About our Customer Relationship Agreement

1.1 This is the Piix[®] Service Description of our CRA under which we supply the Piix[®] Service and Piix[®] device 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 Piix[®] Service and Piix[®] device.

Service Options

1.2 Options for the Piix[®] Service (if any) are set out in the Pricing Schedule.

2. THE PIIIX[®] SERVICE

What is the Piix[®] Service?

2.1 The Piix[®] Service is associated with your Piix[®] device. It is provided via a SIM card that is inserted into the Piix[®] device, which allows you to receive supported image, video and audio files via MMS. The Piix[®] Service receives files via the 3G network owned by Optus Mobile (**Optus Network**). Depending on your chosen plan, the device used and network availability, the Piix[®] Service uses:

- (a) the 2100MHz/900MHz frequency bands of the Optus Network (**3G Dual Band Network**); or
- (b) the 2100MHz frequency band of the Optus Network (**3G Single Band Network**).

2.2 Coverage for the Piix[®] Service is not available in all areas. Coverage is available in areas of Optus Network coverage only.

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Service Term

- 2.3 No Contract Term applies to the Piix[®] Service. Instead, you are provided with:
- (a) a Piix[®] device indefinitely; and
 - (b) the Piix[®] Service for a specified service term, which is set out in the Pricing Schedule section of the CRA (**Service Term**).
- 2.4 We will provide the Piix[®] Service in accordance with our CRA for, at least, the Service Term. You may cancel the Piix[®] Service at any time during the Service Term without any applicable Break Fees.
- 2.5 At the end of the Service Term, we will continue to provide you with the Piix[®] Service for no monthly fee until it is cancelled in accordance with the CRA, however, we may contact you to confirm whether you still require the Piix[®] Service.
- 2.6 You will be given at least 90 days' notice of any billing changes to your Piix[®] Service.

Service Requirements

- 2.7 To receive the Piix[®] Service you must:
- (a) meet any applicable system requirements; and
 - (b) have the equipment referred to in clause 3 below.
- 2.8 The Piix[®] Service is only available in the areas described in clause 4 below.
- 2.9 You acknowledge that:
- (a) you may not be able to receive the Piix[®] Service at your location;
 - (b) we do not provide technical support for the Piix[®] Service where it is used in relation to devices other than the Piix[®] device;
 - (c) we do not guarantee that the Piix[®] device and Piix[®] Service will be compatible with any particular mobile devices; and
 - (d) we will use due care and skill in providing the Piix[®] Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Piix[®] Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Piix[®] Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances as set out in clauses 14.4 to 14.8 of the General Terms.

3. EQUIPMENT

- 3.1 To connect to the Piix[®] Service you will need the following equipment:
- (a) a Piix[®] device and power; and
 - (b) an Australian power outlet; and
 - (c) either:
 - (i) a mobile phone service that is capable of sending MMS; or
 - (ii) an SD memory card.

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4. COVERAGE

Service availability

- 4.1 The Piix[®] 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 Piix[®] 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 Piix[®] Service is within the Optus 3G Dual Band Network or 3G Single Band Network area; and
 - (b) within 10 days from the date of the Piix[®] Service activation, you report to us any coverage related issues relating to the use of the Piix[®] Service at your principal place of usage,

then, subject to clauses 4.4 and 4.5, we may allow you to cancel the Piix[®] 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 Piix[®] Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Piix[®] Service).

- 4.4 If we agree to exercise the Grace Return Process, we will send you a return freight bag and you must return to us, in its original condition, any equipment supplied to you by us in connection with the Piix[®] Service (**Service Equipment**) within 21 days from the date you receive the return freight bag and 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 Return Process and you fail to return the Service Equipment to us within 21 days from the date you receive the return freight bag, you will be charged the relevant Break Fee plus any excess usage fees.

5. WARRANTY

- 5.1 Where we supply the Piix[®] device to you, we provide the warranty specified in the Warranty Information Statement at no extra cost.

6. FAULTS AND RETURNS

- 6.1 If you become aware of any fault with the Piix[®] Service, you must immediately report the fault to us by telephoning or emailing a Customer Service Representative.
- 6.2 If you become aware of any fault with the Piix[®] device, you must:

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- (a) report the fault to us by telephoning or emailing a Customer Service Representative; and
 - (b) test the Piix® device in accordance with the troubleshooting procedure as instructed by our Customer Service Representative.
- 6.3 If we determine, in our sole discretion, that the Piix® device is faulty and the fault occurred within the applicable warranty period, we will ship a replacement to you along with a return satchel, which will arrive within 7 working days.
- 6.4 You must return the faulty Piix® device within 14 days of receipt of the return satchel.
- 6.5 If we determine that the warranty for the Piix® device has been voided by you for any reason, you will have the choice of:
- (a) being charged for the replacement; or
 - (b) opting to have the original, faulty Piix® device returned to you, provided you pay the cost of postage.
- 6.6 If we determine that the fault with the Piix® device occurred outside of the warranty period for that Piix® device, you will not be provided with a replacement.

7. QUOTA & CAP

- 7.1 The Piix® Service may receive unlimited inbound MMS messages. Any other use of the Piix® Service, including, but not limited to, outbound SMS, outbound MMS and inbound and outbound calls, is barred from the Piix® Service. Attempting to use barred features of the SIM will void warranty and risk termination of the Piix® Service.

8. CANCELLATION, SUSPENSION AND VARIATIONS

Cancellation or suspension by us

- 8.1 We may cancel, suspend or restrict the supply of the Piix® Service to you in accordance with the General Terms of our CRA.
- 8.2 Our rights to suspend or cancel the Piix® Service under this clause 8, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Piix® Service under the General Terms of our CRA.

Cancellation or suspension by you

- 8.3 You may cancel the Piix® Service at any time by contacting us and verifying your identity.
- 8.4 The Piix® Service cannot be suspended by you as we incur an on-going cost for maintaining the connection with the Supplier.