

# Our Customer Relationship Agreement

## HOME WIRELESS 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 HOME WIRELESS BROADBAND SERVICE DESCRIPTION**

#### ***About our Customer Relationship Agreement***

1.1 This is the Home Wireless Broadband Service Description of our Customer Relationship Agreement under which we supply a fixed wireless 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 Home Wireless Broadband Service.

### **2. THE HOME WIRELESS BROADBAND SERVICE**

#### ***What is the Home Wireless Broadband Service?***

2.1 The Home Wireless Broadband Service provides access to the internet over a Wireless network which utilises our 4G network.

Coverage for the Home Wireless Broadband Service is not available in all areas. The Home Wireless Broadband Service can only be used with an iiNet supplied device, which includes a 4G mobile service (see clause 3.1 below).

#### ***Service Requirements***

2.2 To receive the Service you must have the equipment referred to in clause 3.

2.3 The Service is only available in the areas described in clause 4.

2.4 You acknowledge that:

(a) you may not be able to receive the Service at your location;

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- (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.
- (c) Unless expressly stated otherwise by us, we do not guarantee that any device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
- (d) 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 base station, the capacity and load of that base station, signal strength or obstruction of the antenna's line of sight to the tower, 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.
- (e) 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 We will provide you with a Home Wireless Broadband Smart Modem Gateway with an embedded 4G-capable SIM card.
- 3.2 To connect to the Home Wireless Broadband Smart Modem Gateway you will need a PC, laptop or other device which can connect to the Internet by means of a wireless connection.
- 3.3 The SIM supplied with the Home Wireless Broadband Smart Modem Gateway will not work in any other device and must not be removed from the Gateway.

### 4. COVERAGE

#### *Service availability*

- 4.1 The Service is only available in selected areas. The Home Wireless Broadband service uses our 4G Network and is only for use in the single nominated address. The service will be disconnected if we identify that you have moved to another location. If you wish to move the service address you will need to contact us to check service

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and network availability at the new location and notify us if you wish to set up your service at your new location.

### **Coverage Area**

- 4.2 Coverage will vary depending on your device and location. A service qualification and coverage check based on your address will be conducted before your order is accepted. The service qualification (SQ) check is an indication that your chosen location is within a 4G Home Wireless Broadband serviceable area; it does not guarantee that your address is 4G serviceable. We recommend that you position your modem close to a window and away from direct sunlight to maximise signal strength.

## **5. SERVICE FAULTS**

- 5.1 While we will endeavour to make Home Wireless Broadband Services available to customers 24 hours a day, 7 days a week, Home Wireless Broadband services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the Service. There are many factors outside of our control which affect the Home Wireless Broadband service, such as the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment.
- 5.2 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the Service. Where possible, we will perform this work during non-peak times.
- 5.3 You must direct all queries regarding faults/outages of the service by contacting us. You must not direct inquiries to third party service providers.

## **6. SERVICE CHARGES**

- 6.1 Subject to clauses 1.3 – 1.8 of the General Terms, we provide our Services under packages and plans. Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- 6.2 You must pay us all fees and charges that are incurred in using your Service.
- 6.3 You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 6.4 You may change a plan:
- (a) if your current pricing plan allows you to change, and
  - (b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and

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- (c) if applicable, you agree to pay the change of plan fee or other fee which we advise is payable by you for the change of plan.

### *Variation of charges*

- 6.5 Subject to clauses 1.3 – 1.8 of the General Terms, We may vary charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the General Terms.

## 7. QUOTA & SHAPING

### *Excess usage (no shaping)*

- 7.1 If you are on a plan with limited quota, 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 billing cycle and is not carried over to the next billing cycle. When your usage exceeds your allowance your service will stop working until the next billing cycle. You may upgrade your plan at any point during the billing cycle. You will be sent a notification by email and/or SMS when you approach your quota allowance.

### *Usage Monitoring via Toolbox*

- 7.2 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 billing period. Real time data monitoring is not currently available for Home Wireless Broadband Plans via Toolbox and there will usually be a delay of up to 48 hours (or in some instances longer) in the usage information on Toolbox.

### *Other Usage Monitoring*

- 7.3 The Home Wireless Broadband Smart Modem Gateway that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**). 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.

## 8. PAYMENT

- 8.1 You must pay the bills by a payment method reasonably acceptable to us, including direct debit payments either from your credit card or nominated bank account. If you are unable to pay for your Service by a payment method reasonably acceptable to us, we may not provide you with the Service. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3% (including GST) of the payment amount respectively when we debit the card. In our absolute discretion, we may not accept payment for some Services by Diners Club.
- 8.2 You must pay the monthly recurring charges in advance.
- 8.3 You agree your bank account will be direct debited or a charge to your credit card will occur even though you may not have had the opportunity to check all applicable charges at least 10 working days before the debit.
- 8.4 If you provide us with your credit card details for the purposes of paying for the Service, we may:

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- (a) charge all Service fees to your credit card as set out in your direct debit authorisation;
- (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.

8.5 If a direct debit payment is declined by your financial institution for any reason we may impose a decline fee (as set out in the Pricing Schedule).

### 9. SUPPLIER AND THIRD PARTY SERVICES

9.1 You acknowledge that:

- (a) the Service relies on the services of suppliers for its operation, who are not controlled by us, and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
  - (A) your right or ability to use, access or transmit any content using the service,
  - (B) the accuracy or completeness of any content which you may use, access or transmit using the service,
  - (C) the consequences of you using, accessing or transmitting any content using the service, including without limitation any virus or other harmful software, and
  - (D) any charges which a third party may impose on you in connection with your use of their services accessed via the service.

### 10. CANCELLING AND VARIATIONS

#### *Cancellations*

10.1 Either party may wish to terminate the service, by giving at least 7 days written notice (**Notice period**) to the other party. You must pay for charges for the Service up to the end of the Notice Period. If you terminate the service less than 7 days before your next billing anniversary date, you will still be charged for the next billing period. Any amounts already billed will not be refunded.

10.2 You authorise us to charge all termination fees, including, but not limited to, any early termination charges, if applicable, to your credit card or direct debit account on receipt of your termination notice.

10.3 If you cancel your plan within 24 months of connecting or if your order is withdrawn by us, you will need to return the modem to us. If you do not return the modem in good working order within 21 days of your order being withdrawn or cancellation of your service, then you may be charged a modem non-return fee. This modem non-return fee covers the pro-rated cost of the iiNet Home Wireless Broadband Smart Modem Gateway. The non-return fee is calculated as \$8 multiplied by months

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remaining in the first 24 months e.g. if you leave after 18 months you would pay \$8 x 6 (the number of remaining months), a total of \$48.

### ***Variations***

10.4 You may vary your Plan by:

- (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.

10.5 If you vary your Service by using the Toolbox or My Account (as applicable to you) referred to in clause 10.4(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.

## **11. MISCELLANEOUS**

11.1 You use the Service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or other devices. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

## **12. DEFINITIONS**

**SIM** means a portable memory chip used in cellular telephones.