



Standard Form of Agreement

Service Description (Mobile Broadband)

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1 The Agreement

1.1 The Parties

1.1.1 ZettaNet Pty Ltd ABN 48 066 394 509 (hereinafter referred to as "ZettaNet", "us", "our") and the Customer (being an entity subscribing to ZettaNet for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The ZettaNet Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is Mobile Broadband?

2.1.1 Mobile broadband is the name used to describe various types of wireless high-speed internet access through a portable modem, telephone or other device. Various network standards may be used, such as GPRS, 3G, WiMAX, LTE UMTS/HSDPA, EV-DO and some portable satellite-based systems. (Credit Wikipedia)

2.1.2 ZettaNet provides Mobile Broadband over the Optus HSDPA/UMTS network with fallback to EDGE/GPRS/GSM networks when the high speed networks are unavailable. This service is offered as a compliment to a fixed line ADSL internet service to enable mobility not a replacement for your DSL service.

2.1.3 Mobile Broadband connection speeds are dependent upon the consumers' location. Connection speeds can be up to 7.2Mbps in metro areas and 3.6Mbps in regional areas when connected to the HSDPA/UMTS network. Connection speeds are significantly slower when connecting to the EDGE/GPRS/GSM network.

2.1.4 Download speeds and response times (latency) vary based upon signal strength, network congestion and content delivery speed of the internet resource.

2.1.5 ZettaNet cannot guarantee consistent signal strength, connection or download speed with this service.

2.1.6 This is a data service only. Voice calls and SMS messages cannot be transmitted.

2.2 Telecommunications Installation

2.2.1 The installation of the Mobile Broadband does not require the installation of any specific equipment.

2.2.2 To improve signal strength you may require an antenna.

2.3 CPE Installation and Equipment Supply

2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a modem. ZettaNet may pre-configure a supplied device with your connection information.

2.3.2 We will supply you with a SIM to connect to the mobile network. Other SIMS and mobile numbers cannot be used on the network.

2.3.3 We will not be liable for issues as a result of us supplying this equipment to you. ZettaNet will provide reasonable phone support to enable you to install and connect to ZettaNet using this device.

2.3.4 Where we have supplied a Huawei E169 USB Modem you will require a USB compatible computer or network device to connect to the mobile network. You will also require a computer with a Windows 2000/XP/Vista or Mac OSX 10.3.7 (or above) operating system.

2.3.5 Where you have supplied your own CPE, ZettaNet is not obliged to supply support for the configuration of this equipment. ZettaNet will provide the generic network settings to you in order for you to configure the appropriate CPE.

2.3.6 You may choose to have a ZettaNet technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

2.4 **Connection Speeds**

2.4.1 We cannot guarantee that you will receive a certain speed. That is why we specify "Up to". Speed is typically affected by:

- a) Signal strength depending upon your location and distance from the mobile cell tower.
- b) The capacity of the mobile cell tower you are connecting to.
- c) Your hardware (specifically modem).
- d) The capacity and current load of the server or website you are accessing.

2.5 **Monthly Use**

2.5.1 Your monthly use is measured in Megabytes.

Your plan will be provided with a single monthly data quota.

2.5.2 Both Downloads and Uploads are counted in your monthly data quota.

2.5.3 When you have reached your monthly quota you will be charged and excess rate per MB.

2.5.4 Your data allowance is reset on the 1st of the month.

2.6 **Payment**

2.6.1 Payment for the mobile Broadband service is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.

2.6.2 Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

2.7 **Target Service Level**

97%

2.8 **Call Response Target**

1 Business Day

2.9 **Restoration Target**

2.9.1 3 Business Days

2.10 **Service Level Rebates**

2.10.1 No Service Level Guarantees exist for the Mobile Broadband Service.

2.10.2 No service level rebates are available for Mobile Broadband plans.

2.11 **Contract Term**

2.11.1 We provide Mobile Broadband services on minimum contract terms. These terms are specific to the type of service we deliver to you.

2.11.2 Services have minimum contract terms of 0 or 24 months.

2.11.3 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions and the Pricing Schedule.