



Standard Form of Agreement

Service Description (Home Wireless Broadband)

Revised 19-Mar-2019

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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 Home Wireless Broadband (HWBB)?

2.1.1 A Home Wireless Broadband (HWBB) uses the mobile network and a provided router to deliver an internet service. It is intended for use as a replacement for a fixed line service such as ADSL.

2.1.2 ZettaNet provides a Home Wireless Broadband service over the Optus HSDPA/UMTS network with fallback to EDGE/GPRS/GSM networks when the high speed networks are unavailable.

2.1.3 Home Wireless Broadband connection speeds are dependent upon the consumers' location.

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 Home Wireless Broadband does not require the installation of any specific equipment. The service is issued with a 4 port Router.

2.3 CPE Installation and Equipment Supply

2.3.1 The ZettaNet Home Wireless Broadband service is supplied and associated with a Huawei B525 Wireless router. The supplied SIM can only be used with the supplied hardware.

2.3.2 We will provide you with CPE (Customer Premises Equipment) in the form of a router. ZettaNet will pre-configure a supplied device with your connection information.

2.3.3 We will supply you with a SIM to connect to the mobile network. SIMs issued by alternate providers and mobile numbers cannot be used on the ZettaNet network.

2.3.4 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.

2.4 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.

2.4.2 The plan speed for the Home Wireless Broadband is capped at 12/1Mbps (down/up) within areas with access to 2300MHz band. In all other areas, the speed is capped to 5/1Mbps (down/up).

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 Services on a 1 month contract will incur excess charges for up to 50GB once the assigned quota has been exhausted. Services will then be shaped to 256Kbps speeds.

2.5.3 Services on a 24 month contract will be shaped to 256Kbps speeds once their assigned quota has been exhausted.

2.5.4 Excess data charges apply to total calculated usage in excess of the included usage rounded up to the whole GB.

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

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

2.6 **Payment**

2.6.1 Payment for the Home Wireless 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 Home Wireless Broadband Service.

2.10.2 No service level rebates are available for Home Wireless Broadband plans.

2.11 **Contract Term**

2.11.1 We provide Home Wireless 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 1 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.