

Westnet Contact Details

Westnet Pty Ltd ABN: 50 086 416 908 Sales: 13 19 60
Level 7, 152 St George's Tce, Perth, 6000 Support: 1300 786 068
GPO Box C121 Perth 6839 Web: <http://www.westnet.com.au>

Terms and Conditions

MBB Terms and Conditions

(Pre-Paid and Post-Paid)

Please find below Westnet's Mobile Broadband Terms & Conditions, which cover both the pre-paid and post-paid services. Please read and agree to these terms & conditions before signing up with Westnet. In addition, please ensure you read and agree to our General Terms and Conditions.

1.0 Nature of Service

1.1 General

The service is a Mobile Broadband (MBB) internet service and provides access to the internet and related services. The service is a wholesale service whereby Westnet is a reseller of services from the Optus network. As such, the service provides a connection to the internet via the Optus Mobile Dual Band (900MHz/2100MHz) 3G and GSM networks. The service is available to residential Customers (minimum 18 years of age at time of purchase) or business Customers who connect to a new post-paid Westnet Mobile Broadband service on a 12 or 24 month contract or a pre-paid service on no contract.

The Customer must be over 18 years of age or if not, have obtained the consent of a parent, teacher or other responsible adult. We are not responsible for any internet content that may be obtained via the service. We reserve the right to delete any username that we consider offensive, defamatory, illegal or otherwise inappropriate.

All applications for the service are subject to Westnet's credit assessment, and acceptance. The service is only available to Customers within the Optus 'yes' G/3G or GSM coverage area and is subject to network availability, refer to <http://www.westnet.com.au/internet/mobile-broadband/mobile-broadband-coverage.aspx>.

The Optus Dual Band network refers to the Optus 3G 2100/900 MHz network. To access the network the Customer will require a dual band Westnet approved device. For full coverage information please go to <http://www.westnet.com.au/internet/mobile-broadband/mobile-broadband-coverage.aspx>. Speed will vary and many factors affect speeds including internet traffic, equipment, location, software and the source of downloads.

Both uploads and downloads are counted towards the data allowance for the service. This differs from many fixed wire internet access services, whereby only downloads tend to be counted.

MBB Customers do not have unmetered access to the Westnet Freezone, which includes 3FL games servers, MyWestnet Video, Download Vault, Westnet website, 3FL File Mirrors, 3FL Radio Streaming, On-Demand Sports and Lifestyle TV available through the Westnet Freezone. This traffic will be counted towards monthly data allowance limits. WAIX, PIPE and traffic between Westnet customers will also be counted towards MBB Customers' data allowance limits.

Westnet does not guarantee the availability of the Service to the Customer. Prior to the commencement of the agreement Westnet will investigate the availability of the Service to the Customer and will establish how the Customer intends to utilise the service. Details of service availability requirements are set out in section 4 of these terms.

If the Customer purchases a modem from Westnet, the equipment and items provided to the Customer as part of the service are:

- One Huawei e169 USB key modem
- One USB connector cable
- One user guide

Westnet also allows the Customer to BYO (bring their own) modem/equipment whereby they can avoid any fee for the modem, and join a plan of their choosing. Equipment must be configured for the Optus Dual Band network, and the equipment types accepted are listed below.

- Huawei e169 USB key modem

2.0 Pricing & Billing

2.1 Post-Paid

Current plan pricing, hardware pricing and other pricing is available on the Westnet Website (www.westnet.com.au).

Charges for the Service will commence accruing under the selected Customer Access Plan from the earlier of the date the Customer activates the service and 21 calendar days after the date of application.

Excess is charged at the rate specified on Westnet's website for post paid plans. The Customer will receive a warning when they approach their data allowance (80% utilization), when they reach their data allowance (100% utilization) and when they exceed their data allowance (\$20 excess charges). Notifications will be sent via email when the customer reaches 80% utilisation, and email and SMS (provided that the Customer gives us a connected and valid mobile phone number) when they reach or exceed 100% utilisation.

It is the responsibility of the Customer to monitor their usage which they can do at www.westnet.com.au (click on 'MyAccount') to help manage usage and associated excess costs.

The plan selected at the start of a month applies for that entire month, and may not be cancelled or changed until the completion of that month.

Monthly data allowances unused at the end of the month will not carry over to the subsequent month.

If the customer dials up to Westnet's dialup internet service using their mobile broadband username and password they will be charged \$1.10 per hour.

2.2 Pre-Paid

Customers will recharge their pre-paid service by purchasing a recharge allowance. Recharge allowances are valid for a number of days, as specified on the Westnet Website (www.westnet.com.au).

Those who elect to take the pre-paid option will be able to buy data allowances in the form of recharge amounts. Recharge amounts are available on the Westnet Website. All data allowances must be paid for up front with a valid Credit Card. The expiry date for the recharge selected at signup will be calculated from the earlier of the date the Customer activates the service and 14 calendar days after the date of application.

Customers must select a recharge at signup which will take effect at activation. Subsequent recharges which occur prior to expiry of the current allowance will be aggregated with the current allowance to form a new allowance with a new expiry date. The entire aggregated allowance will expire based on the expiry date of the newly purchased recharge.

The Customer is notified when their available data reaches 200MB and OMB and when the data is 7 days away from expiring and expired. Notifications are sent via email.

Expired recharges are forfeited and the Customer will have 30 days from expiry to recharge their service before it becomes inactive. Inactive services can only be reactivated and recharged by calling Westnet and reactivation can take up to 2 business days. Reactivation will also incur a charge of \$25.

3.0 Service Levels

3.1 General

Theoretical maximum download speed on 3G/HSPA is up to 3.6Mbps. Customers can expect speeds between 512kbps and 1.5Mbps with burst speeds up to 3Mbps. Actual speeds will vary and may be slower. Many factors affect speeds such as the distance from the mobile tower to the modem, the capacity and load of the mobile tower, which bearer the service is using (GSM, 3G/HSPA), the Customer's hardware and software, the source of downloads, and general internet traffic. The service is subject to network availability.

The Customer acknowledges Westnet cannot represent or guarantee the continued availability of the Service. The Customer acknowledges the Service may be temporarily unavailable for use due to technical failures, network congestion, periodic maintenance, and disruption to telecommunications services and/or other causes.

3.2 Post-Paid

If, at any time, the Service becomes unavailable to the Customer for a continuous period of two hours, Westnet will provide the Customer with access to its analogue modem Dialup internet service for use until the Service becomes available. Usage incurred using the Dialup service will not contribute to the Customer's mobile broadband usage and as such will not reduce the data allowance available to the Customer.

4.0 Service Availability

4.1 General

Westnet will establish upon application whether a Customer's primary address passes a service qualification test, and how the Customer intends to use the service.

If the Customer intends to utilise the service in a fixed location more than 50% of the time, then the Customer will be classed as a fixed location Customer. If the Customer does not intend to use the service in any one location for at least 50% of the time, then the Customer will be classed as a roaming Customer.

Fixed location Customers must pass the service availability check prior to the agreement being established. For roaming Customers, the agreement will be established regardless of the result of the service availability check.

If the customer's primary address location is classed as serviceable, the Customer will then be covered by Westnet's grace period return process.

If the customer's primary address location is classed as not serviceable, the Customer will not be covered by Westnet's grace period return process.

The grace period return process gives Customers 10 calendar days from the date of service activation to notify Westnet of coverage related issues. Westnet will then determine if the Customer is eligible to return their modem in its original condition for a refund and/or contract cancellation.

Customers who utilise the grace period return process and return their modem within 14 calendar days will pay the following fees:

- Any excess usage incurred since activation (Post-Paid Only); and
- Postage & Handling Fee of \$10.

If the customer has failed to return the modem within 14 calendar days of lodgment of the grace period return, any applicable contract cancellation fees and other outstanding charges will be billed to the customer. Westnet may charge a late return fee of \$40 for modems returned after 14 calendar days where the customer was eligible for a grace period return.

Pre-paid Customers will receive a refund of their modem purchase price and initial recharge amount minus the postage and handling fee, late modem return fee (if applicable) and any used portion of their initial recharge amount.

5.0 Hardware Warranties

Within 12 months of sign-up, if a modem supplied by Westnet fails to operate the member can return it to Westnet in a satchel supplied by Westnet free of charge. On receipt of the modem and confirmation of the fault Westnet will replace the modem by sending a new unit to the Customer's nominated address.

Westnet will not be responsible for any loss or damage of the USB modem, or any other item provided as part of the service. Warranty covers faults found in the equipment, not damage caused or preventable by the Customer.

6.0 Requirements of Service

Software Requirements: The Customer must meet the minimum system requirements as per the wireless data device packaging to connect to the service. Subject to the Customer's rights under the Trade Practices Act, Westnet does not make any warranty regarding the software or data provided to the Customer as it operates on the Customer's computer and interacts with the Customer's other applications.

The Westnet Mobile Broadband Connection Manager shows approximate usage only. Accurate usage can be determined by viewing MyAccount (www.westnet.com.au, click on 'MyAccount'). It is the responsibility of the Customer to monitor usage accumulated by the service.

Minimum requirements for using the service are:

- PC or Macintosh Computer with standard USB port
- Microsoft Windows 2000, Windows XP, Windows Vista and Mac OS X10.3.7 or above
- 100MB free hard disk space or above
- 128MB RAM or above

The Customer must not connect any equipment to the Service which does not meet Westnet specifications.

Westnet makes no representations, warranties or assurances the Customer Modem or Customer Computer will be compatible with the Service.

7.0 Transfers and Cancellations

The Customer may not assign, transfer or otherwise dispose of the Service to another third party without the prior written consent of Westnet.

The Customer may not resell the Service or otherwise use the Service in competition with Westnet.

The Customer may cancel the Service on seven (7) days written notice to Westnet, at which point the service will be deactivated, however it will continue to be billed until the end of the month. The Customer will be liable to Westnet for any charges incurred during that notice period and for any other charges previously incurred and unpaid.

Cancellation Fees: If the Customer cancels the service before the end of the agreed contract term the Customer may incur a cancellation fee of \$15 per month for the remaining months in the contract.

The Customer may have signed up to the Westnet Mobile broadband service via a temporary promotion. Varying terms and conditions may apply for each promotion. The Customer should contact the Accounts team or visit the Special Offers page for specific terms and conditions.

8.0 General

Prior to entering into this agreement, the Customer represents and warrants to Westnet that the Customer has read, understood and agrees to be bound in full by the terms of this agreement and the Westnet General Terms and Conditions.

All notices to be delivered under this agreement must be in writing and sent by post, email, facsimile or hand delivery.

A current copy of this agreement may be obtained from the Westnet website.

This agreement is to be governed and construed according to the laws in force in Western Australia.