

# Service Description

5G Home Internet Service

---

Prospecta Telco Retail Pty Ltd (ACN 682 361 753)

## Table of Contents

1.	Service .....	3
1.1	Service description.....	3
1.2	Other service limitations.....	3
1.3	Equipment.....	4
1.4	Coverage & serviceability.....	4
1.5	Faults with or maintenance of the service .....	4
1.6	Risk.....	4
2.	Pricing plans; Fees and charges; Payment.....	4
2.1	Minimum Contract Period .....	4
2.2	Fees and charges.....	5
2.3	Payment .....	5
2.4	Consequences of non-payment or late payment .....	6
3.	Equipment and Ownership.....	6
3.1	Ownership and risk .....	6
3.2	Condition of supplied equipment .....	6
3.3	Installation .....	6
3.4	Faulty and replacement equipment.....	6
3.5	Return of ODU or IDU when service ends .....	6
3.6	Equipment Fee .....	6
4.	Network resources .....	7
4.1	Usage .....	7
4.2	IP addresses .....	7

## 1. Service

---

Unless defined otherwise, capitalised terms used in this Service Description have the meaning given in the Standard Terms and Conditions.

### 1.1 Service Description

- (a) Our home internet Service offers high-speed broadband data networking using our 5G fixed wireless access network (**5G Network**). The 5G Network is available in selected residential developments that we serve.
- (b) To receive the Service, you must live within a residential development served by our 5G Network and have the equipment referred to in clause 1.3.
- (c) Coverage for the Service is not available in all areas. It is only available in the service areas described in clause 1.4.
- (d) You acknowledge that:
  - (1) in areas where the Service is available, it is not technically feasible for us to guarantee the connectivity and speed you will achieve at your location for the reasons referred to in clause 1.7(d) below;
  - (2) we do not provide technical support for the Service under the following conditions:
    - (A) running a network, including a WiFi home network, connected to the Service;
    - (B) running a network or providing network service to others connected to the Service; or
    - (C) running connectivity software other than that provided by us together with equipment we supply to you for use with the Service;
  - (3) unless expressly stated otherwise by us, we do not guarantee that any equipment or device that we may provide to you in connection with the Service will be compatible with any particular devices or network connected to the Service;
  - (4) we do not guarantee that the Service itself, or your connection to the internet, will achieve any specific speed at any given time. Actual speeds and connectivity will vary due to factors such as distance from the network base station, signal strength or obstruction of the antenna's line of sight to the tower, adverse weather conditions, 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;
  - (5) service speeds may slow when the 5G Network is experiencing periods of high usage that cause congestion. We may de-prioritise your service speeds. This could mean that during periods of congestion some data traffic will receive less priority over other traffic on the network, and as a result you may experience slower service speeds.; and
  - (6) we will use due care and skill in providing the service in accordance with the Australian Consumer Law. Subject to the mandatory guarantees in the Australian Consumer Law, and given the nature of telecommunications systems (including the Service's reliance on third party systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, fault-free or accessible at all times.
  - (7) For the avoidance of doubt, the Service excludes support by us for carrier grade network access translation, also referred to as CGNAT.

### 1.2 Other service limitations

- (a) The Service may enable you to connect to and access third party voice calling applications or voice over Internet Protocol (VoIP) telephone services. However, the Service itself does not include or provide voice service.
- (b) The Service does not support and is not suitable:
  - (1) if you may require priority assistance, or you are a priority customer or a provisional priority customer;
  - (2) in circumstances where life-threatening emergencies can occur, such as for use in police stations, emergency call centres, medical practices or hospitals; or

- (3) in other circumstances or purposes as described in the critical information summary for the Service.

### **1.3 Equipment**

- (a) We will install a compatible outdoor unit (**ODU**) and an indoor unit (**IDU**) for your use with the Service.
- (b) You are solely responsible for supplying any desktop or laptop computer, tablet or other computing device, or networking device that you may wish to use or connect to the IDU, in order to access the internet.
- (c) You must not remove, replace, tamper or otherwise interfere with the ODU, the IDU and any components including subscriber identity module (SIM) card stored in the equipment.
- (d) You must use the equipment in accordance with instructions or manuals provided or made available by the equipment manufacturer or by us.

### **1.4 Coverage & serviceability**

- (a) The Service is only available in selected areas on our 5G Network.
- (b) The Service uses the 5G Network and is only for use in your single nominated address. We will disconnect the Service 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 and network availability at the new address and notify us if you wish to set up your Service at your new address, and arrange to discontinue the Service at your existing address.
- (c) Coverage will vary depending on your device and address. We will use your address to conduct a service qualification and coverage check before we accept your order. The service qualification check is an indication that your chosen address is within our 5G Network serviceable area, but does not guarantee that your address is serviceable.
- (d) We will install an outdoor receiver unit (**ODU**) on the roof or other external surface of your residence. You must not remove, reposition or reorient the ODU as doing so may disrupt or interfere with, or prevent you from receiving, the Service.

### **1.5 Faults with or maintenance of the Service**

- (a) We will endeavour to make the Service available to you 24 hours a day, 7 days a week. However, the Service is not fault-free and we cannot guarantee uninterrupted service, nor the speed, performance, or quality of the Service.
- (b) There are many factors outside of our control which affect the Service, such as those mentioned in clauses 1.1(d)(4), 1.3(c) and 1.3(d), the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, electrical power outages or disruptions, network congestion, use of the ODU and IDU and performance of your equipment. We accept no liability for interruptions to your service or for any resulting damage or loss suffered by you or any third party.
- (c) 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.
- (d) You must reasonably co-operate with us, including providing information to us, to enable us to install or remove the Service, or to repair or remedy any faults in the service.
- (e) You must contact us for all queries regarding faults/outages of the Service. You must not direct inquiries to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

### **1.6 Risk**

You use the Service at your own risk. We take no responsibility for any data downloaded 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.

## **2. Pricing plans; Fees and charges; Payment**

---

### **2.1 Minimum Contract Period**

- (a) Unless a shorter or longer period is specified in the plan brochure, the Minimum Contract Period for the service is 12 months.

- (b) If you wish to cancel or terminate the Service before the end of the Minimum Contract Period, then in consideration for us agreeing to end your Service the earlier, you agree to pay to us an early termination fee equal to the sum of 50% of the aggregate recurring service fees for each remaining month in the Minimum Contract Period. For example, if you wish to end the Service with 3 months remaining in a 12-month Minimum Contract Period, the early termination fee is calculated as 50% x 3 months' recurring service fees (excluding one-time charges).

## **2.2 Fees and charges**

- (a) Our plans typically have one-time or recurring fees such as installation fees, the Equipment Fee (see clause 3.6) or other fees for supply or replacement or non-return of hardware, and monthly service fees and (if applicable) additional usage charges, each as described in the plan brochure.
- (b) Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- (c) The plan brochure describes whether the fees and charges are payable in advance or in arrears. Unless specified otherwise, the fees and charges are payable in advance.
- (d) You must pay us the sum of fees and charges incurred in relation to installing or using your Service, as specified in your plan brochure and as revised from time to time by us and notified to you.
- (e) 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.
- (f) You may change a plan:
  - (1) if your current pricing plan allows you to change;
  - (2) 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, you must meet the credit requirements of the pricing plan with higher charges); and
  - (3) 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.

## **2.3 Payment**

- (a) In addition to any invoice we may issue at signup (if applicable) or time of contracting with you, we generally issue subsequent invoices 7 days before your current billing cycle ends.
- (b) Subject to your rights of dispute under the Australian Consumer Law, you agree to pay the applicable fees and charges for your Service in full and by the due date specified in the plan brochure or (if different) as specified in our invoice.
- (c) You acknowledge and agree your payment method may be direct debited or charged even though you may not have had the opportunity to check all applicable charges before the direct debit occurs.
- (d) You must pay our invoice by electronic funds transfer, or by direct debit either from your credit card or nominated bank account, as stipulated by us in our sole discretion.
- (e) Accounts paid with a debit or credit card may incur a surcharge of up to 3% (including GST) of the payment amount at the same time as your card is charged.
- (f) If you provide us with your credit card details for the purposes of paying your account for the Service, we may:
  - (1) charge all service fees to your credit card as set out in your direct debit authorisation;
  - (2) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer or payment processor to verify the credit card details; or
  - (3) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- (g) If for any reason your credit card issuer or financial institution declines the charge or direct debit, we may charge and you must pay to us an amount equal to the dishonour fees or insufficient funds fees charged to us due to the charge or direct debit having been declined.

## 2.4 Consequences of non-payment or late payment

If you are unable to pay the fees and charges for your Service by the due date, we may reduce, suspend or withdraw your Service in accordance with the Standard Terms and Conditions. If we do so in the case of non-payment, we will notify you as soon as is practicable.

## 3. Equipment and Ownership

---

### 3.1 Ownership and risk

- (a) We or our business partners own the ODU and IDU supplied with the service. Installing or using the ODU or IDU does not transfer ownership or title to the equipment to you.
- (b) Risk in the equipment transfers to you at the time the equipment is first installed in your premises. You agree to take out and maintain appropriate insurance which covers the full replacement value in case of loss of or damage to the equipment.

### 3.2 Condition of supplied equipment

- (a) We may supply you with an ODU or IDU that is new or refurbished, i.e. used previously by another customer. If we do supply an ODU or IDU that is refurbished, we will test the refurbished unit to verify it is in good working order and is reset to our standard settings, prior to supplying it to you.

### 3.3 Installation

We will arrange to supply and install the ODU and IDU for use at your accommodation. You agree that we can access your accommodation for the purposes of performing the installation and any faults that may later arise.

### 3.4 Faulty and replacement equipment

- (a) If you experience a problem with the ODU or IDU and your plan remains active, please contact us for technical support. If we diagnose a fault with the ODU or IDU, we will arrange to supply a replacement unit. If the same model of ODU or IDU is unavailable, the replacement unit we provide will offer similar functionality depending on availability of stock at the time.
- (b) After receiving the returned ODU or IDU, we will arrange to test it for faults. If the returned ODU or IDU is confirmed to be faulty (save for reasonable wear and tear), we will not charge the Equipment Fee for the replacement ODU or IDU as applicable.
- (c) We reserve the right to replace or upgrade the equipment at our sole discretion.

### 3.5 Return of ODU or IDU when the Service ends

When your pricing plan ends (for any reason such as expiry or termination) you must return the supplied IDU to us if we ask you to do so. You must also allow us (or our authorised technician) to access your premises to remove the ODU if we request to do so.

### 3.6 Equipment Fee

- (a) **Equipment Fee** means the fees (plus postage and handling fees, if any) as specified in the plan brochure or as published on our website from time to time for the ODU or IDU equipment or other customer premises equipment supplied by us.
- (b) If:
  - (1) if the Service has not been connected for 12 months or longer at the time of termination or cancellation; or
  - (2) we do not receive the returned equipment within 21 days of:
    - (A) us dispatching a replacement equipment to you;
    - (B) your Service order being withdrawn by us;
    - (C) the end date of your Service, or
  - (3) other than normal wear and tear, the returned equipment is returned in damaged or misused condition such as missing its power pack or cables, having dislodged components or parts, damage from dirt, dust, debris or other foreign matter, or is disfigured or marked; or
  - (4) if the equipment is returned under clause 3.4 but the returned equipment has no fault found, we may charge you and you must pay the Equipment Fee to us on demand.

- (c) The Equipment Fee applies in addition to any early termination fees (if any) that may apply to the termination of your pricing plan.

#### **4. Network resources**

---

##### **4.1 Usage**

- (a) You acknowledge that fees and charges will be incurred when the Service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorisation. You should ensure that you are in control of devices that might make use of your services, such as computers, tablets, phone handsets or mobile phones, and wired or wireless devices connected to your service, and ensure that third parties cannot access or use such equipment without your authority. You acknowledge that usage of some services can occur because of an infection of your computer with malware such as a virus or due to other unauthorised third-party intrusions. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.
- (b) As we are not able to control access or usage of your handsets and other equipment, you are responsible for all usage charges in respect of the use of the Service, whether or not such usage was authorised by you, unless the usage was caused by a mistake, breach of contract, breach of law, negligence or misconduct by us.

##### **4.2 IP addresses**

- (a) You agree that the internet protocol (IP) address(es) issued to you for use in connection with the Service are only issued to you for use during the term of your use of the Service. On suspension, cancellation or termination of the service, your right to use the IP address(es) immediately ends.
- (b) We are responsible for all DNS delegation and routing in connection with the Service.