

iPRIMUS WIRELESS BROADBAND SERVICE SCHEDULE

(version April 2008)

This document:

- Is part of Primus Standard Form of Agreement (“SFOA”) under section 479 of Telecommunications Act 1997;
- Does not apply if otherwise agreed between Primus and a Customer.

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1. iPRIMUS WIRELESS BROADBAND

We supply this Service to you under your Contract which includes this Service Schedule and the Core Terms and the Internet Service Schedule and the terms of your Plan.

2. DEFINITIONS

(In addition to definitions in Core Terms and Internet Service Schedule)

- 2.1. “3G/HSDPA” means wideband CDMA which operates at a higher frequency than the digital GSM cellular mobile network and GPRS networks to transmit voice and data services or, HSDPA which is available if you have an HSDPA compatible modem and are located in an HSDPA coverage area.
- 2.2. “3G/HSDPA Network” means Optus 3G network, used to transmit 3G services (including HSDPA services).
- 2.3. “Acceptable Use Policy” means the OptusNet Acceptable Use Policy, which is the Appendix to this Service Schedule.

- 2.4. "Credit Assessment" means such assessment as we may reasonably and lawfully require as to your ability to pay for this Service.
- 2.5. "Data Allowance" means the maximum amount of Data Usage (uploads and downloads) that, under your Plan, can be used in a billing month, without incurring an Excess Data Charge.
- 2.6. "Data Usage" means the amount of data uploaded and downloaded on your Service.
- 2.7. "Excess Data Charge" means a Charge for the amount of data in excess of your Data Allowance uploaded and downloaded in a month or other period.
- 2.8. "GSM Network" means the Optus digital mobile GSM network.
- 2.9. "Network" means the 3G/HSDPA Network and/or the GSM network.
- 2.10. "Optus" means Optus Mobile Pty Limited (ABN 65 054 365 696) or other wholesale supplier to iPrimus of iPrimus Wireless Broadband.
- 2.11. "Optus Software" means the software supplied to you for use with iPrimus Wireless Broadband.
- 2.12. "USB Modem" means a wireless modem device supplied by us to access iPrimus Wireless Broadband and which is compatible with both the 3G/HSDPA Network and the GSM Network
- 2.13. "Unauthorised Use Charges" means Charges specified in the Plan or on our website payable by you in respect of usage of your Wireless Broadband Service as a voice service or other unauthorised manner.
- 2.14. "USIM" means our subscriber identity module (USIM) card which, when inserted into your equipment, gives you access to Wireless Broadband Service.

3. SERVICE AND EQUIPMENT

- 3.1. iPrimus Wireless Broadband allows you to access the internet and related data services from a personal computer or laptop via a wireless connection in areas covered by the 3G/HSDA Network or GSM Network.
- 3.2. You must use a USB Modem provided by us under this Agreement. Depending upon your Plan, you may be able to either rent or buy your USB Modem from us.
- 3.3. You must also have an authorised USIM supplied by us. You must not use a USIM or equivalent device obtained from any other source.
- 3.4. USIMs remain at all times our property. You must not use the USIM other than in your USB Modem. You must not tamper with, disassemble, reverse engineer, interrogate, duplicate or destroy the USIM.
- 3.5. Your USIM will be supplied with a bar on access to voice services. You must not use your USIM in any device other than a USB Modem and you must not use the USIM to access voice services. If you do, you will be liable for Unauthorised Use Charges and any data usage will count as part of your Data Usage.
- 3.6. Optus Software may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4 operating systems. 64 bit editions of Windows may also be incompatible with the service.

3.7. You must not disassemble, decompile or reverse engineer Optus Software.

4. COVERAGE

- 4.1. iPrimus Wireless Broadband is only available within the 3G/HSDPA Network and GSM Network coverage areas. The coverage area of the 3G/HSDPA Network is not equal to the coverage area of the GSM Network. Visit www.optus.com.au/coverage.
- 4.2. Where only GSM coverage is available, including NT and TAS, broadband speeds will not be experienced.
- 4.3. You acknowledge that:
 - 4.3.1. iPrimus Wireless Broadband may not be available in each place within a coverage area;
 - 4.3.2. 'drop-outs' may occur;
 - 4.3.3. there may be delays in transferring data when switching between networks; or
 - 4.3.4. there may be congestion on the Network.
- 4.4. USB Modem and Optus Software automatically connect to network types in the following order, first 3G/HSDPA Network and then GSM Network and, depending on Network availability, conduct a handover between 3G/HSDPA Network and GSM Network, so as to maintain your connection. If the Network in use becomes congested or if you change your location, and there is no other network available, your connection may drop out. During handover between Networks, there may be a short period of time (up to approximately 20 seconds) during which data does not transfer.
- 4.5. You may choose to override the automatic operation of the Optus Software and choose one of the two Networks to operate the Service.
- 4.6. International roaming is not available in all countries or in all areas of those countries. Information on roaming and applicable charges is available from: www.optus.com.au.

5. DATA SPEEDS

- 5.1. The speed of data transferred using iPrimus Wireless Broadband will vary depending on the following factors:
 - 5.1.1. whether you are within an area covered by the 3G/HSDPA Network or GSM Network; (higher speeds will be achieved in an area covered by the HSDPA Network);
 - 5.1.2. the number of users sharing the Network;
 - 5.1.3. the computer hardware and software used by you;
 - 5.1.4. general activity on the Internet; and
 - 5.1.5. speed and capacity of the server being accessed.
- 5.2. Maximum download speeds on 3G/HSDPA network are up to 3 Mbps. Based on Network testing, speeds are generally between 500 kbps and 1.5 Mbps. Actual speeds may be slower.

6. DATA UPLOADS AND DOWNLOADS

- 6.1. Data measurements include both uploads and downloads.
- 6.2. If in a month you exceed the Data Allowance applicable to your Plan, we may (depending on the terms of your Plan) either limit the speed of your Service for the balance of the month or charge you an Excess Data Charge. Unused Data Allowance is not carried forward.
- 6.3. You acknowledge that under some Plans we do not limit the speed of the Service if you exceed the Data Allowance applicable to your Plan and that in order to manage credit issues and to help you avoid unusually high bills for Excess Data Charges:
 - 6.3.1. we reserve the right to undertake an appropriate Credit Assessment to determine whether to supply the Service to you;
 - 6.3.2. you authorise us to use the personal information collected from you to conduct, now or in the future during the Term, a Credit Assessment through a credit reporting agency, and to share information with other credit providers;
 - 6.3.3. we recommend to you that you regularly monitor your Data Usage through your iPrimus Account Toolbox (and you are aware that this does not show usage within the latest period of approximately 48 hours).

7. EARLY TERMINATION PAYMENT

- 7.1. If you become liable to pay an early termination Charge by reason of the early termination of a Minimum Term contract, it will be calculated as follows:
 - 7.1.1. the sum of \$55.00; plus either:
 - 7.1.2. if you have agreed to purchase a USB Modem, but not paid for it, you must either return it to us immediately, unopened in its original packaging or you must pay the specified purchase price; or
 - 7.1.3. if you have agreed to rent a USB Modem, you must either return it to us immediately, unopened in its original packaging, or pay to us (on payment of which ownership of the USB Modem will pass to you) a proportion of our advertised purchase price ("PP) at which you could have purchased the USB Modem at the date of your Agreement, calculated as follows:
$$\text{PP} \times \text{number of months remaining in the Minimum Term} / \text{total months in the Minimum Term.}$$

8. USB MODEM OPTIONS

- 8.1. If you purchase your USB Modem or any other Equipment in relation to iPrimus Wireless Broadband from us, risk in and title it pass to you on delivery, or such later date on which you pay the first payment of Charges under this Agreement.
- 8.2. If you rent your USB Modem or any other Equipment in relation to iPrimus Wireless Broadband from us, it will remain our property. You must at your expense return it to us on termination of this Agreement. You are responsible for taking reasonable care of it and reasonably compensating us if it is damaged or destroyed by reason of your failure to do so, or if it is lost.

9. ACTIVATION OF YOUR SERVICE

You must contact us to activate your iPrimus Wireless Broadband, within seven days (or such other time as we specify) of receiving your USB Modem. (This allows us to monitor your receipt of it and to detect possible fraud or loss). If you do not contact us to activate your USB Modem within this time, we may, without limiting any remedies for breach of contract or otherwise, cancel your USIM and terminate this Agreement.

10. LOST/STOLEN USB MODEM OR USIM

10.1. You are responsible for the security of your USB Modem and the USIM. There is no password protection to prevent unauthorised use.

10.2. You must report a lost or stolen USB Modem or USIM to us immediately.

10.3. If by reason of your report or otherwise, we have reason to believe your USB Modem has been lost or stolen or misused, we may:

10.3.1. suspend or block your iPrimus Wireless Broadband;

10.3.2. block your USB Modem by invalidating the IMEI Number; or

10.3.3. prevent connection of the USB Modem to a network of another provider.

11. ACCEPTABLE USE POLICY

iPrimus Wireless Broadband is supplied to you by us as a reseller under a wholesale agreement between us and Optus. Under that wholesale agreement, we are required to include in this Agreement with you an obligation that you will comply with the Acceptable Use Policy. Accordingly, you undertake to us that you will comply with the Acceptable Use Policy and you acknowledge that a breach by you of the Acceptable Use Policy will be a breach by you of this Agreement and that the rights conferred by the Acceptable Use Policy may, subject to this Agreement, be exercised by Primus.

APPENDIX: OPTUSNET ACCEPTABLE USE POLICY

1. ABOUT THIS POLICY

(a) This policy is set out below - please read it carefully. Your use of the service is subject to the following rules and guidelines contained in this policy.

(b) In this policy:

Classification Board is the Classification Board established under the *Classification (Publications, Films and Computer Games) Act 1995* (Cth).

electronic messaging includes all forms of electronic communications to other individuals including email, instant messaging, web to SMS, Internet chat and online forums.

filtering solutions means Internet filtering software or system approved for use under the Internet Industry Association Content Codes of Practice registered under the *Broadcasting*

Service Act 1992 (Cth). The Internet Industry Association provides a list of approved filtering solutions on its website – www.ii.net.au

online forum mean a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.

OptusNet customers means customers who are connected to one of the services plus Optus end user internet customers.

our network means the network(s) used to supply the service to you as set out in the relevant service description .

service/s means iPrimus Wireless Broadband service/s.

we means in this policy both Primus and Optus and each of them.

2 GENERAL

- (a) This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of OptusNet customers, or interfere more generally with the rights of Internet users.
- (b) You are responsible for ensuring that your use of the service complies with this policy.
- (c) If you become aware of any violations of this policy by other OptusNet customers you should contact us.

3 ILLEGAL ACTIVITY

You must not use the service for any activity that breaches any law or violates any local, state, federal or international law, order or regulation.

Prohibited activities include (but are not limited to):

- (a) posting, disseminating, or in some cases accessing, content which is unlawful, including:
 - (i) content that is or would be classified by the Classification Board as RC rated or X rated and that is or would be classified by the Classification Board as R rated where a restricted access system is not in place,
 - (ii) content which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain, or
 - (iii) content that defames, harasses or abuses anyone or violates their privacy,
- (b) pyramid or other illegal soliciting schemes, or
- (c) any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

4 SECURITY

- (a) You are responsible for any misuse of the service. You must take reasonable steps to ensure that others do not gain unauthorised access to the service.

- (b) The service must not be used to obtain or attempt to obtain unauthorised access to any computer, system or our network. If you do not have authorisation, prohibited activities include (but are not limited to):
 - (i) accessing, monitoring or using any data, systems or networks,
 - (ii) probing, scanning or testing the vulnerability of a system or network,
 - (iii) breaching any security or authentication measures for a system or network,
 - (iv) accessing the account or private information of any other person or entity,
 - (v) accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in paragraphs (i) to (iv) above.
- (c) You must not:
 - (i) use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools,
 - (ii) knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature,
 - (iii) use (or attempt to use) the service in a manner that may interfere with the technical operation of the service or any other computer, system, network or telecommunications services, including (but not limited to) denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to 'crash' a host, or
 - (iv) interfere (or attempt to interfere) with the regular workings of our systems or network connections.
- (d) You are solely responsible for the security of any device you choose to connect to the service, including any data stored on that device.
- (e) We recommend against enabling file or printer sharing of any sort. We recommend that any files or services you do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access.
- (f) You must notify us immediately of any unauthorised or attempted unauthorised use of your service and any other breach or attempted breach of security.

5 RISKS OF THE INTERNET

- (a) Some activities that you can perform when accessing the Internet may be harmful or cause loss to you, other people that may access your service, or your equipment. Typical activities include (but are not limited to):
 - (i) downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer,
 - (ii) purchasing goods or services using the Internet,
 - (iii) transmitting confidential information over the Internet (such as your credit card number or other personal information), or
 - (iv) accessing and viewing content on the Internet or otherwise available through the service that may be offensive to some individuals, or inappropriate for children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children).
- (b) You bear the risk associated with the activities referred to in paragraph (a) above.

- (c) You may minimise the risk of accessing illegal or offensive content as well as managing use of the Internet by using a filtering solution. We will provide access to one or more of these filtering solutions at a reasonable cost to you as part of the service.
- (d) You have the right to make complaints to the Australian Communications and Media Authority about Internet content which is or would be classified by the Classification Board as X rated, RC rated, or R rated and does not have a restricted access system in place.

6 CONTENT PUBLISHING

- (a) You are solely responsible for any content that you publish via websites, email, newsgroups, online forums or other publishing mediums accessed via the service.
- (b) You must not publish material that is or would be classified by the Classification Board as RC rated or X rated via websites, email, newsgroups or other publishing mediums accessible via the service.
- (c) You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them. This includes implementing a restricted access system on content that is or would be classified by the Classification Board as R rated. We also encourage you to use appropriate warnings and / or labelling systems in respect of content which is likely to be considered unsuitable for children.
- (d) We reserve the right to block access to, to remove, or to refuse to post any content, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or intellectual property rights of others, or is likely to be defamatory of another person.
- (e) Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited content from our servers or to prevent users from accessing certain Internet content. We may take any steps reasonably necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your service, filtering the Internet content made available to you or restricting access to a particular website.
- (f) Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take any steps reasonably necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your service, filtering the Internet content made available to you or restricting access to a particular website.
- (g) We are under no obligation to monitor transmissions or published content on the service. However, we (or our agents) have the right to monitor such transmissions or published content from time to time and to disclose that content.
- (h) By using the service to reproduce, publish, display, transmit or distribute content, you warrant that the content complies with this policy and authorises us (or our agents) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner.

7 ELECTRONIC MESSAGING

- (a) You must not use the service to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it.
- (b) The service must not be used to:
 - (i) send messages to any individual or entity who has indicated that he/she/it does not wish to receive messages from you,
 - (ii) collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or web site. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any web site or other resource that uses our network.
- (c) You must not:
 - (i) obscure, alter or delete the source of messages that you send or forge message headers,
 - (ii) send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, 'mail bombing'),
 - (iii) send chain letters, whether or not the recipient wishes to receive such mailings.
- (d) We are not responsible for forwarding or storing messages sent to any account that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

8 ONLINE FORUMS

- (a) This clause applies to online forums, in addition to clause 6.
- (b) Messages posted to an online forum must comply with the written charters for that forum. You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to online forums that specifically permit this.
- (c) Posting or cross-posting the same or substantially similar messages to more than eight online forums is prohibited.
- (d) You must not disrupt or attempt to disrupt online forums by posting a large number of messages that contain no substantive content. Disruption occurs when normal discussion in the group is significantly hindered.
- (e) You must not use the service to connect to an online forum from which you have been previously banned.

9 AUTOMATED APPLICATIONS

The service is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.

10 VIOLATION OF ACCEPTABLE USE POLICY

- (a) If you, or someone with access to the service, use the service in a way that we, in our sole discretion, believe violates this policy or any other term of your agreement, we may take any responsive action we reasonably deem appropriate.
- (b) Such actions may include (but are not limited to) temporary or permanent removal of content and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of the service.
- (c) We have no liability for any such responsive actions and may take any other legal or technical action we reasonably deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them. If your use of the service causes a loss to third parties and we are required to pay compensation, we may require you to reimburse us.
- (d) We are not obligated to regularly monitor your usage of the service (including any content posted, disseminated or accessed by you), however we reserve the right to monitor your use of the service to identify violations of this policy, and to protect our network, the other users of this service, and other Internet users.
- (e) We reserve the right to investigate suspected violations of this policy, including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on our servers and network. During an investigation, we may suspend the service involved, interrupt transmissions and/or remove material that potentially violates this policy.
- (f) In order to enforce this policy, you authorise us (or our agents) to cooperate with:
 - (i) law enforcement authorities in the investigation of suspected criminal violations, and
 - (ii) system administrators at other Internet service providers or other network or computing facilities.

Such cooperation may include us providing, for example, the username, IP address or other identifying information about a user.

- (g) Upon cancellation of a service, we are authorised to delete any files, programs, data and email messages associated with the service.
- (h) Any failure by us to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- (i) You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.
- (j) This policy is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside. You and we submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.