

1 Service Description

WBB FASTRAC Wireless Broadband gives you broadband on the move, via the Optus' 3G/HSDPA or GSM Network which covers 80%+ of the population.

You don't need a phone line, just plug your SIM into your compatible laptop or plug your Wireless Broadband device into your computer and connect.

Services can be activated in several hours.

The Service is a residential grade service and applications that are sensitive to latency, jitter or packet loss, such as voice or real time video streaming, or require high volume continuous file transfers may be adversely affected. It is a mobility internet access product and not intended to be used as a fixed broadband replacement.

Service availability depends on and is subject to the configuration and limitations (including capacity constraints) of the Optus Network and Supplier Networks.

The service is not to be used for the provision of services to support peer to peer applications (encrypted or unencrypted).

The shared nature of the Optus Network means that throughput speeds are variable depending on the number of End Users simultaneously connected and associated line transmission rates of those End Users.

The speed of the Service, integrity and performance of the network for all users is dependent upon:

- a) The number of End Users using the Service or a similar service at the same time; and
- b) End Users not using the Service for sustained, high-volume traffic or for extended periods of time at low data speeds, for example when End Users have their service Throttled
- c) WBB FASTRAC and Optus may vary the Service, without liability, if reasonably required for technical or operational reasons.

2 Service Types

2.1 Pre-Packaged Plans

Each of the pre-packaged plan types has the following in common;

- a) Monthly billing will be in advance
- b) Usage billed in arrears.
- c) Time or usage can't be transfer to other SIMS/users
- d) Multiple users can not share the same time/usage quotas (fleet plans)
- e) Usage will be calculated as a combined total of uploads and downloads

Pre package plans are authenticated via radius. For this service radius is only used for authentication, radius will supply time information in the accounting packets but will not supply usage information.

2.2 Usage Plans

2.2.1 Month to Month Usage Based Contract

This is a month to month plan which has optional amounts of usage included per month. The billing cycle for this service will be calculated from the 1st of the Month.

2.2.2 On Joining

The new plan's plan fees will be pro rated up until the 1st of the following month and the new plan's Usage allowance will be prorated up until the 1st of the following month. For example if a customer joins on the 16th of a 30 day month (16th would be counted as day 1) on the 3GB at \$30.00 the GB remaining for the month would be 1.5GB and the charge \$15.00

2.2.3 Plan upgrades and downgrades

- a) The amount of GB used is not reset (GB is not reset until the 1st of the month)
- b) When the End Customer has exceeded their usage allowance defined by their Plan a charge per MB will be applied.
- c) Maximum usage allowance will be limited to 6GB except for the 6GB plan which will be able to go to 7GB.

Note: Customers will be 'hanged up' for several seconds between 11:30pm- Midnight each day. This is required to update our daily usage records.

Static IP

A Static IP is included in this service.

Optus Software

Your End Users use of the Optus Software is subject to the End User's compliance with the terms of the end user agreement provided with the Optus Software.

Optus does not make any warranty or representation regarding the performance of the Optus Software as it operates on the End User's computer. You agree to not make a claim against Optus in respect of the Optus Software or its performance.

The 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.

End Users must not, disassemble, decompile or reverse engineer any software provided by Optus in relation to the Service.

3.1 Coverage and Data Transfer Speeds

The service is only available in areas covered by the Optus Network. In areas that the service is available, Optus does not warrant that:

- a) the service is available in each place within an area where there is coverage;
- b) 'drop-outs' will not occur;
- c) there will be no delays in transferring data when switching between bearer networks;
- d) there will be no congestion on the Optus Mobile Network; and
- e) There will be no lost packets of data or failures in downloads.

The coverage area of the 3G/HSDPA Network is not equal to the coverage area of the GSM Network.

For the latest coverage information visit www.optus.com.au/coverage

You acknowledge that this is a best effort service and no SLA's exist for this product. SIMS cannot be returned in the event of no coverage.

3.2 Data Transfer Speeds and Network Handover

The speed of data transmitted using the service will vary depending on the following factors:

- a) if the End Customer is located in an area covered by the 3G/HSDPA Network or GSM Network (for example, transfer speeds will be achieved in an area covered by the HSDPA Network than an area covered by the GSM Network);
- b) the number of users sharing the Optus Network;
- c) the computer hardware and software used by the End User;
- d) general activity on the Internet;
- e) speed and capacity of the server being accessed; and
- f) maximum download speeds on 3G/HSDPA network are up to 3.6 Mbps. Based on Optus' network testing, an average End User experience would be in the vicinity of between 500 kbps and 1.5 Mbps. Actual speeds may be slower.

The Roamer Devices and Optus Software automatically conduct a handover between the Optus 3G/HSDPA network and Optus GSM Network, maintaining an End User's connection during data transfers. They monitor network availability and connect to one of the two network types in the following order:

- a) Optus 3G/HSDPA Network; and
- b) Optus GSM Network.

You acknowledge that if the network the End User is connected to, becomes congested and there is no other network available that End User's connection may drop out. If there is congestion or the End User moves locations, the Roamer Device and OWB Software will determine if it is possible to select another network.

The End User may choose to override the automatic operation of the Optus Software and choose one of the two networks to operate the service.

During handover between networks there may be a short period of time (up to 20 seconds) during which data does not transfer.

Optus bears no responsibility in respect of the data from the point of hand over when the data traffic has left the Optus Mobile Network and is handed off to the Service Provider.

3.3 Roaming

International roaming is barred by default on the service. Roaming is not available

Conditions of Use

You must:

- a) not misuse the service;
- d) comply with all laws, regulations, standards and Industry Codes applicable to you, including:
 - the Telecommunications Act ;
 - the Privacy Act 1988 (Cth); and
 - the Trade Practices Act 1974 (Cth) and all State and Territory Fair Trading Acts.

Ensure that you do not:

- a) make or send or receive Content on the Optus Mobile Digital Network other than for their own personal or business use
- b) wholesale any service (including transit, refile or aggregate domestic or international traffic) on the Optus Mobile Digital Network; or
- c) use the service (including any Optus SIM card) in connection with a device that switches or reroutes calls to or from the Optus Mobile Digital Network or the network of any Supplier; and
- d) ensure that you and your End Users comply with the M2 Acceptable Use Policy and the conditions of this service Description; and

You acknowledge that:

- a) mobile number portability is not supported with the service;
- b) the service relies for its operation on Content or services supplied by third parties, who are not controlled or authorised by Optus; and
- c) Optus does not exercise any control over, authorise or make any warranty regarding:
 - Your right or ability to use, access or transmit any Content (whether error- free, in time, or at all) using the service;
 - the accuracy or completeness of any Content which you may use, access or transmit using the service including any data which Optus may cache as part of the service;
- d) notwithstanding that Optus allows the service to be resupplied for "business use" the service is a consumer grade service, the service is not intended to be used for mission critical applications or purposes and Optus informs you that there are other services that are more appropriate for business use;
- e) voice calls are not supported

Acceptable use and Network Management

The Acceptable Use Policy describes behaviour or usage which constitutes abuse of the Network, which includes:

- a) excessive usage;
- b) illegal activity; and
- c) automated applications.