

Service Description and Terms (4G Home Broadband)

This document contains the Service Description and Terms for the supply of 4G Home Broadband to consumers (**you, Customer, User**) by Mango Telecommunications (ABN 26 686 815 380) (**Mango Mobile, we, us, or our**). The Standard Terms and Conditions apply to all 4G Home Broadband Services.

1. The Service

1.1 General

- (a) The Home Wireless Broadband Service provides access to the internet over a Wireless network. The wireless network uses our 4G Network.
- (b) Coverage for the Home Wireless Broadband Service is not available in all areas. The Home Wireless Broadband Service can only be used with a Mango Mobile supplied device (see clause 2(a) below).
- (c) Home Wireless Broadband Service is a data-only broadband service, it does not include a standard phone service
- (d) To receive the Service you must have the equipment referred to in clause 2.
- (e) The Service is only available in the areas described in clause 3.

1.2 Acknowledgements

You acknowledge that:

- (a) **(No Guarantee of Connectivity)** 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 1.2(d) below;
- (b) **(Conditional Technical Support)** We do not provide technical support for Services under the following conditions:
 - (i) running a network connected to the Service;
 - (ii) running a network or providing network service to others for the Service;
 - (iii) running connectivity software other than that provided by us with equipment we supply to you for use with the Service.
- (c) **(Device Compatibility)** Unless expressly stated otherwise by us, we do not guarantee that any device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
- (d) **(Internet Connection Speed)** We do not guarantee that your connection to the internet will achieve any specific speed at any given time.
 - (i) 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, 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.

- (ii) Speeds may slow when the network is experiencing periods of high usage that cause congestion. During periods of network 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 you may experience slower Home Broadband speeds as a result.
- (e) (**Consumer Guarantees**) We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us).

2. Equipment

- (a) We will provide you with a Home Wireless Broadband Smart Modem Gateway with an embedded 4G-capable SIM card (**Modem**).
- (b) To connect to the Modem you will need a PC, laptop or other device which can connect to the Internet by means of a wireless connection.
- (c) The SIM supplied with the Modem will not work in any other device and must not be removed from the Gateway.

3. Coverage

3.1 Service Availability

The Service is only available in selected areas on our 4G Network.

3.2 Single Nominated Address

- (a) The Home Wireless Broadband Service uses this 4G Network and is only for use in the single nominated address in respect of which the SQ Check is conducted (**Service Address**).
- (b) We reserve the right to suspend or cancel the Service if we identify that that Modem has been (or is being) used at a location other than the Service Address.

3.3 Moving the Service Address

If you wish to move the Service Address you will need to contact us to check service and network availability at the new location and notify us if you wish to set up your Service at your new location.

3.4 Coverage Variability

- (a) Coverage will vary depending on your device and location.

- (b) A service qualification and coverage check based on your address will be conducted before your order is accepted (**SQ Check**).
- (c) The SQ Check gives an indication of whether your chosen location is within a 4G Home Wireless Broadband serviceable area; it does not guarantee that your address is 4G serviceable.
- (d) We recommend that you position your Modem close to a window and away from direct sunlight to maximise signal strength.
- (e) If you are unable to establish a connection within the first thirty (30) days of entering into this Agreement, Mango Mobile reserves the right to:
 - (i) immediately cancel this Agreement and disconnect the Service; or
 - (ii) offer an alternative internet service.

4. Service Faults

4.1 No Guarantee of Service

- (a) While we will endeavour to make Home Wireless Broadband Services available to customers 24 hours a day, 7 days a week, Home Wireless Broadband Services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the Service.
- (b) There are many factors outside of our control which affect the Home Wireless Broadband Service, such as those mentioned in clause 1.2(d), the performance of third party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment.

4.2 Maintenance

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.

4.3 No Third Party Assistance

- (a) You must direct all queries regarding faults/outages of the Service by contacting us.
- (b) You must not direct inquiries to third party service providers.
- (c) We will invoice you for costs incurred by us if you engage a third party for assistance with your Service.

4.4 Limitation of Liability

We accept no liability for interruptions to your Service or for any resulting damage or loss suffered by you or any third party.

5. Service Charges

5.1 Packages and Plans

- (a) We provide our Services under packages and plans.
 - (i) Our Plans typically have periodic fees, usage charges and promotions and may have a minimum term.
 - (ii) Our Packages, Plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing or special needs.
- (b) You must pay us all fees and charges that are incurred in using your Service.

5.2 Acknowledgement

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.

5.3 Changing your Plan

You may change a Plan:

- (a) if your current Plan allows you to change, and
- (b) if you meet the eligibility criteria of the Plan to which you are wanting to change (for example, if you are changing from a Plan with lower charges to a Plan where there are higher charges that you meet the credit requirements of the Plan with higher charges), and
- (c) 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.

6. Quota and Usage Monitoring

6.1 Quota Allowance

- (a) If you are on a Plan with limited quota, all traffic, both downloads and uploads are counted towards your quota allowance.
- (b) Any unused part of your quota allowance expires at the end of the billing cycle and is not carried over to the next billing cycle.
- (c) When your usage exceeds your allowance your Service will stop working until the next billing cycle.
- (d) You will be sent a notification by email and/or SMS when you approach your quota allowance.
- (e) You may upgrade your Plan at any point during the billing cycle or in accordance with clause 9.5.

6.2 Usage Monitoring

- (a) It is your responsibility to monitor your usage.
- (b) Real time data monitoring is not currently available for Home Wireless Broadband Plans and there will usually be a delay of up to 48 hours (or in some instances longer) in the usage information displayed to you when logging into your account (if any) through our Website.
- (c) The Modem that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**).
- (d) You should use Device Usage Monitoring as a guide only as it may not use the same methods for calculating usage as we do. For example, the Device Usage Monitoring may not monitor both upload and download traffic usage whereas both upload and download traffic counts towards your quota allowance and any excess usage charges.

7. Payment

7.1 Payment Method

- (a) You must pay the bills by direct debit payments either from your credit card or nominated bank account as determined by us in our sole discretion.
- (b) You must pay the monthly recurring charges in advance.
- (c) Apart from the invoice issued at signup (if applicable), subsequent invoices will be issued seven (7) days prior to the end of your billing cycle.
- (d) You agree your bank account will be direct debited or a charge to your credit card will occur even though you may not have had the opportunity to check all applicable charges at least ten (10) working days before the debit.
- (e) If you provide us with your credit card details for the purposes of paying for the Service, we may:
 - (i) charge all Service fees to your credit card as set out in your direct debit authorisation;
 - (ii) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
 - (iii) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- (f) Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.02% and 2.75% (including GST) of the payment amount respectively when we debit the card.

7.2 Effect of Non-Payment

- (a) If you are unable to pay for your Service by the payment method we stipulate, we may not provide you with the Service.

- (b) If a direct debit payment is declined by your financial institution for any reason we may impose a decline fee (as set out in the Standard Terms and Conditions).

8. Supplier and Third Party Services

You acknowledge that:

- (a) the Service relies on the services of suppliers for its operation, who are not controlled by us; and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (i) your right or ability to use, access or transmit any content using the Service;
 - (ii) the accuracy or completeness of any content which you may use, access or transmit using the Service;
 - (iii) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
 - (iv) any charges which a third party may impose on you in connection with your use of their services accessed via the Service.

9. Cancelling and Variations

9.1 Termination by Either Party

- (a) Either party may wish to terminate the Service, by giving at least seven (7) days written notice (**Notice Period**) to the other party.
- (b) You must pay for charges for the Service up to the end of the Notice Period.
- (c) If you terminate the Service less than seven (7) days before your next billing anniversary date, you will still be charged for the next billing period.
- (d) Any amounts already billed will not be refunded.

9.2 Termination Fees

You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on receipt of your termination notice.

9.3 Cancellation within the Relevant Period

- (a) If you have entered into a Fixed Period Contract for the Service and you cancel your Plan within twenty-four (24) months of connecting (**Relevant Period**) or if your order is withdrawn by us, you must return the Modem in good working condition to us.
- (b) If you do not return the Modem within twenty-one (21) days of your order being withdrawn or cancellation of your Service, then you will be charged a modem non-return fee (**Non-Return Fee**).

- (c) The Non-Return Fee covers the pro-rated cost of the Modem and is calculated as \$7 multiplied by the number of months remaining in the Relevant Period. For example, if you leave after eighteen (18) months you would pay \$7 x 6 (the number of remaining months), a total of \$42.

9.4 Variation of your Plan

- (a) You may vary your Plan by:
 - (i) completing and submitting a new online application form located on our located on our Website; or
 - (ii) telephoning our customer support team and asking a customer service representative to complete the application form on your behalf.
- (b) If you vary your Service in accordance with clause 9.4(a)(i), you are responsible for ensuring that the varied Service selected by you meets your requirements.

9.5 Upgrading / Downgrading your Service

- (a) If you upgrade your Service, the change to your Service will take effect immediately. This will change the anniversary date of your billing cycle.
- (b) If you downgrade your Service and the request is submitted:
 - (i) seven (7) days before the end of the current billing period, then it will take effect on the next billing period; or
 - (ii) within the last seven (7) days before end of the current billing period, then it will take effect on the billing period after your next one.

10. Miscellaneous

- (a) You use the Service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer or other devices.
- (b) 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.

11. Definitions

In this Service Description, unless the context otherwise requires, all capitalised terms not defined herein have the meaning given to them in the Standard Terms and Conditions and the following terms used within this Agreement have the following meaning unless the context suggests otherwise:

- (a) **4G Network** means the Mango Mobile 4G network which uses multiple frequencies to provide coverage.
- (b) **Consumer Guarantees** means those rights and guarantees provided to consumers at law.

- (c) **Service** means the Home Wireless Broadband service provided by us on the 4G Network.
- (d) **Service Description** means this agreement.
- (e) **SIM** means a portable memory chip used in cellular telephones.
- (f) **Website** means our website being, www.mangomobile.com.au.