



Standard Form of Agreement

Service Description (Mobile Broadband)

Revised 28-Feb-2011

1	THE AGREEMENT	3
1.1	THE PARTIES.....	3
1.2	WHAT IS A SERVICE DESCRIPTION?	3
2	SERVICE DESCRIPTION	3
2.1	WHAT IS MOBILE BROADBAND?	3
2.2	TELECOMMUNICATIONS INSTALLATION	3
2.3	CPE INSTALLATION AND EQUIPMENT SUPPLY.....	3
2.4	CONNECTION SPEEDS.....	4
2.5	MONTHLY USE.....	4
2.6	PAYMENT	4
2.7	SERVICE FEATURES.....	4
2.8	TARGET SERVICE LEVEL	4
2.9	CALL RESPONSE TARGET.....	4
2.10	RESTORATION TARGET	5
2.11	SERVICE LEVEL REBATES	5
2.12	CONTRACT TERM.....	5

1 The Agreement

1.1 The Parties

1.1.1 Highway 1 (Aust) Pty Ltd ABN 068 383 737 Level 5, 10 William Street, Perth, Western Australia trading as Highway 1, Apiix, EON Technology, Nerdnet Internet, Global Dial, Global Web, Simtex, Worldwide Internet (hereinafter referred to as "Highway1", "us", "our") and the Customer (being an entity subscribing to Highway1 for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The Highway 1 Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is Mobile Broadband?

2.1.1 Mobile broadband is the name used to describe various types of wireless high-speed internet access through a portable modem, telephone or other device. Various network standards may be used, such as GPRS, 3G, WiMAX, LTE UMTS/HSDPA, EV-DO and some portable satellite-based systems. (Credit Wikipedia)

2.1.2 Highway 1 provides Mobile Broadband over the Optus HSDPA/UMTS network with fallback to EDGE/GPRS/GSM networks when the high speed networks are unavailable. This service is offered as a compliment to a fixed line ADSL internet service to enable mobility not a replacement for your DSL service.

2.1.3 Mobile Broadband connection speeds are dependent upon the consumers' location. Connection speeds can be up to 7.2Mbps in metro areas and 3.6Mbps in regional areas when connected to the HSDPA/UMTS network. Connection speeds are significantly slower when connecting to the EDGE/GPRS/GSM network.

2.1.4 Download speeds and response times (latency) vary based upon signal strength, network congestion and content delivery speed of the internet resource.

2.1.5 Highway 1 cannot guarantee consistent signal strength, connection or download speed with this service.

2.1.6 This is a data service only. Voice calls and SMS messages cannot be transmitted.

2.2 Telecommunications Installation

2.2.1 The installation of the Mobile Broadband does not require the installation of any specific equipment.

2.2.2 To improve signal strength you may require an antenna.

2.3 CPE Installation and Equipment Supply

2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a modem. Highway 1 may pre-configure a supplied device with your connection information.

2.3.2 We will supply you with a SIM to connect to the mobile network. Other SIMS and mobile numbers cannot be used on the network.

2.3.3 We will not be liable for issues as a result of us supplying this equipment to you. Highway 1 will provide reasonable phone support to enable you to install and connect to Highway 1 using this device.

2.3.4 Where we have supplied a Huawei E169 USB Modem you will require a USB compatible computer or network device to connect to the mobile network. You will also require a computer with a Windows 2000/XP/Vista or Mac OSX 10.3.7 (or above) operating system.

2.3.5 Where you have supplied your own CPE, Highway 1 is not obliged to supply support for the configuration of this equipment. Highway 1 will provide the generic network settings to you in order for you to configure the appropriate CPE.

2.3.6 You may choose to have a Highway 1 technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

2.4 Connection Speeds

2.4.1 We cannot guarantee that you will receive a certain speed. That is why we specify "Up to". Speed is typically affected by:

- a) Signal strength depending upon your location and distance from the mobile cell tower.
- b) The capacity of the mobile cell tower you are connecting to.
- c) Your hardware (specifically modem).
- d) The capacity and current load of the server or website you are accessing.

2.5 Monthly Use

2.5.1 Your monthly use is measured in Megabytes.

Your plan will be provided with a single monthly data quota.

2.5.2 Both Downloads and Uploads are counted in your monthly data quota.

2.5.3 When you have reached your monthly quota you will be charged and excess rate per MB.

2.5.4 Your data allowance is reset on the 1st of the month.

2.6 Payment

2.6.1 Payment for the mobile Broadband service is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.

2.6.2 Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

2.7 Service Features

2.7.1 Each Mobile Broadband service has additional features. These features are provided to enhance the service.

Feature	Description	Technical Specifics
Personal Website Space	We will provide you with space on our web servers to host web content.	20MB File Storage 500MB data transfer per month
AntiSpam and Antivirus	We will filter your Highway 1 email through our AntiSpam and Antivirus filter programs.	Where email is spam, we will mark it as such. We will use reasonable efforts to reject any email that we deem may contain a virus.
Email Address	We will provide you with an email address and mail storage accessible via POP3.	5 x Email Addresses Each with 100MB storage quota.

2.8 Target Service Level

97%

2.9 Call Response Target

1 Business Day

2.10 **Restoration Target**

2.10.1 3 Business Days

2.11 **Service Level Rebates**

2.11.1 No Service Level Guarantees exist for the Mobile Broadband Service.

2.11.2 No service level rebates are available for Mobile Broadband plans.

2.12 **Contract Term**

2.12.1 We provide Mobile Broadband services on minimum contract terms. These terms are specific to the type of service we deliver to you.

2.12.2 Services have minimum contract terms of 0 or 24 months.

2.12.3 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions and the Pricing Schedule.