



CONNECTION TERMS – FIXED WIRELESS

Internet Services

Connection terms – Fixed Wireless

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1 Connection Terms

- 1.1 These Connection Terms form part of the Contract between the Supplier and Customer for the supply of Internet Service based on fixed line wireless. Other parts of the Contract are as described in the *Internet Services – General Terms*.
- 1.2 The Customer acknowledges and accepts that the Supplier is a reseller of the Internet Service and that the supply of the Internet Service is subject to the relevant ISP Agreement.
- 1.3 In these Connection Terms, each capitalised term has the meaning given to that term in clause 5 of these Connection Terms or if not defined there, has the meaning given to the term in the *Internet Services – General Terms*.

2 Fixed Wireless Connections

The supply of Fixed Wireless Connections under the Contract depends on the relevant ISP's or their suppliers' networks in the Customer's location and other factors outside of the Supplier's and the ISP's control. The Supplier will use reasonable endeavours to determine that coverage is suitable before the Customer's Registration but the Customer acknowledges and accepts that the Supplier, as a reseller of the service, provides no guarantee that the Fixed Wireless Service will be continuous or uninterrupted.

3 Setup

- 3.1 This clause 3 applies in respect of setup of Fixed Wireless Connections, without limiting clause 2.1 in any way.
- 3.2 Notification of change. The Customer is responsible for notifying the Customer's existing internet provider (if any) to cancel that connection and for adhering to the required notice period (in light of fixed term commitments and termination charges, if any, in the Customer's existing agreement for internet service). The Supplier provides no assurance that Internet Service will be available from the ISP immediately on, or at any specified time period following, the internet service no longer being available from any existing or prior internet provider.
- 3.3 Modem.
 - (a) A modem is required for each Fixed Wireless Connection and is available from the Supplier at an additional charge. On payment in full by the Customer for a modem supplied by the Supplier, the modem becomes the property of the Customer. To the extent permitted by law and without limiting any statutory rights that the

Customer may have, the Supplier provides no assurance that the modem is free of defects or will operate or continue to operate as required for the Internet Service.

- (b) The Customer may use a modem that is not supplied by the Supplier for the Fixed Wireless Connection and in that event, it is the Customer's responsibility to ensure that the modem is suitable for the intended purpose.

3.4 Fixed pricing for Fixed Wireless includes the following allowance for setup:

- (a) technical and administrative services required to setup the Customer, including to switch over from the Customer's previous internet provider where applicable.
- (b) modem setup. The Supplier provides instructions to the Customer for the Customer to setup the modem or Supplier will provide onsite support.

3.5 Standard pricing for Fixed Wireless does not include:

- (a) Any follow up work needed from the Supplier, after the final fit and test has been completed.

3.6 If any additional services are required for setup prior to commencement of Internet Service, the additional services will be charged at the Supplier's standard rates. Where additional services are required, the Supplier will issue a written quote for the additional time or services, which must be signed for or on behalf of the Customer prior to the Supplier proceeding with that additional work. The Supplier takes no responsibility for any delay in commencement of Internet Service due to delays in setup work however caused.

4 Fixed Wireless

4.1 Fixed Wireless Connections do not include a landline.

4.2 Unlimited data is available, subject to fair use based on what the ISP considers reasonable at its discretion in light of other customers' use. If the ISP considers that the Customer's use of the Internet Service is excessive or unreasonable and notifies the Customer and Supplier accordingly, the ISP may restrict or automatically suspend access, or may (either via the Supplier or directly), require the Customer to move to a specified Service Plan.

4.3 The speed of the Internet Service as described in the Proposal is indicative only and is based on information made available by the ISP to the Supplier. The Customer acknowledges that the speed may vary and may differ from the speed described in the Proposal due to factors which are outside of the control of both the ISP and the Supplier.

5 Definitions: In these Connection Terms:

"Fixed Wireless" means wireless broadband, provided using the cellular networks of the ISP's Suppliers including 3G, 4G and/or 5G network technology, with a fixed point modem at the Customer's premises connected to the ISP's networks.

"ISP" has the meaning given to that term in the General Terms, unless an alternative is specified in the Proposal.