

Engin Mobile Wireless Broadband Service Schedule

The Service

1. General

- 1.1. This Mobile Wireless Broadband Service Schedule forms part of your Agreement with Engin.
- 1.2. You are not required to sign this document, but you agree to the terms of the Standard Form of Agreement: Customer Terms (SFOA) by the act of buying a service from us.
- 1.3. Your agreement with us for the supply of services consists of:
 - i. Your application;
 - ii. The SFOA, which applies to all services and to all customers;
 - iii. The Service Schedule(s), which sets out the terms of use for specific Services;
 - iv. Your Plan, specific details of which are available in the Critical Information Summary;
 - v. Engin Acceptable Use Policy which applies to some Services and aspects of some Plans.
- 1.4. If there is an inconsistency between any of the items in 1.3, the order of precedence will be your application, your Plan, the SFOA, and relevant Service Schedule(s).
- 1.5. This Agreement starts when we accept your application.
- 1.6. You agree it is your responsibility to ensure that any person you allow to use the Service complies with this Agreement as if they were you.
- 1.7. Current fees and charges for your Engin Mobile Wireless Broadband Service can be found in this document or by contacting us.
- 1.8. Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.9. Capitalised terms not defined in this document have the meaning given to them in the SFOA.

2. Definitions

- 2.1. **3G Network** refers to the Optus 3G Network (UMTS 900/2100 MHz). Access to the Optus 3G Network is available when the end-user is in an Optus 3G coverage area with a Network compatible device and SIM card.
- 2.2. **4G Network** means the Optus 4G Plus Network (LTE 700/1800/2100/2300/2600 MHz). Access to the Optus 4G Plus Network is available when the end-user is in an Optus 4G coverage area with a Network compatible device and SIM card connected to a 4G mobile plan. Outside 4G coverage areas, Optus 3G Network Service may be available with a UMTS 900/2100 MHz compatible device.
- 2.3. **Early Termination Fee (ETF)** is the cancellation fee set out in each Plan should you terminate your agreement with us prior to the end of the Minimum Term.
- 2.4. **Engin SIM Card** is our subscriber identity module (SIM) card which when inserted into Mobile Devices gives you access to the Service on our Network.
- 2.5. **HSDPA** means high speed downlink packet access.
- 2.6. **LTE** means long term evolution.
- 2.7. **IMEI Blocking** means the Service that allows us to block your Mobile Device if your Mobile Device is lost or stolen.
- 2.8. **Minimum Term** means the minimum term of your Agreement with us for your Engin Mobile Service as set out in the applicable application for, the terms and conditions of your Plan or as otherwise agreed with us in writing.
- 2.9. **Mobile Device** includes, without limitation, a mobile phone, a voice and data device, and a data only device.

- 2.10. **Mobile Service Number** means the Service number allocated for your use with the Service.
- 2.11. **Monthly Repayment Option (MRO)** means a payment plan where you elect to pay an amount each month towards a Mobile Device or other equipment that we supply you.
- 2.12. **Network** means the Network used to supply the Service to you being the digital cellular mobile 3G Network and/or 4G Network (as the case may be).
- 2.13. **Plan** means a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Service.
- 2.14. **Service** means the mobile wireless broadband service supplied to you by Engin which allows you to transmit data from your Mobile Device to access the Internet.

3. Service

- 3.1. An Engin Mobile Wireless Broadband Service allows you to send data/content from and receive data/content to your Mobile Device; and
- 3.2. The Engin Mobile Wireless Broadband Service provides access to the internet in Australia over a wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Optus Mobile.
- 3.3. You will not be permitted to use the service outside of Australia
- 3.4. Each 'My Mobile Broadband' plan has an inclusive amount of data. If you use more than this inclusive amount of data you will be charged per megabyte (MB) for each Kilobyte of data you use in the billing period over the minimum at the rates provided in the Pricing Table. This will be billed in Kilobyte units (1MB = 1024 KB)
- 3.5. Mobile Wireless Broadband plans may only be used for data and SMS usage. SMS usage is not included in the Capped inclusions. This offer excludes services including Optus Zoo, Voice Calls, International voice calls, Voicemail, premium and Third-Party SMS, MMS, International MMS, 1300, 1900 and all other services are barred from this service
- 3.6. Software Requirements: You must have Microsoft Windows 2000, Windows XP, of Microsoft Vista operating systems to connect to the service. Limited Macintosh OS support.
- 3.7. Subject to your rights under the Trade Practices Act or any comparable legislation, we do not make any warranty regarding the software of data provided to you as it operates on your computer and interacts with your other applications.
Fair Usage Policy Applies
- 3.8. To receive the Service you must:
 - i. Meet all of our System Requirements; and
 - ii. Install, or arrange for the installation of all the Required Equipment.
- 3.9. The Service is only available in the areas described in Clause 4.
- 3.10. You acknowledge that:
 - i. You may not be able to receive the Service at your location.
 - ii. We do not provide technical support for Services using the USB modem under the following conditions:
 - a) Running a network connected to the Service;
 - b) Running a network or providing network service to others for the Service;
 - c) Running connectivity software other than that provide with the USB Modem; or
 - d) Macintosh operating systems below v10.0.
- 3.11. The USB Modem, provided by Engin, only supports a single computer connected to that USB Modem.
 - i. We do not guarantee that the USB Modem will be compatible with any network of machines

- 3.12. We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the 3G network point of presence, the capacity and load of that point of presence and your hardware and software, and the source of the content you are accessing.
- 3.13. We will use due care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, fault-free or accessible at all times.
- If you require a Service that will be continuous, fault-free or accessible at all times you should not use this service as your primary method of accessing the internet.

4. Coverage

- 4.1. The Service is not available in all areas of Australia. You may obtain coverage maps showing where the Service is available in Australia from us.
- 4.2. In areas that the Service is available, we do not guarantee that:
- i. The Service is available in each place within an area where there is coverage;
 - ii. 'Drop-outs' will not occur during a call; and
 - iii. There will be no congestion on the Network.
- 4.3. Roaming is the ability to use the Network of overseas mobile carriers when travelling overseas. Roaming is not available from Engin.

5. Use of The Service

- 5.1. In addition to other obligations you have under this Service Schedule and the SFOA, you must not:
- i. Make or receive calls or send or receive data/content on the Network other than for your own personal or business use;
 - ii. Wholesale or resell any Service (including transit, refile or aggregate domestic or international traffic) on the Network;
 - iii. Use the Service (including any Engin SIM card) in connection with a device that switches or reroutes calls to or from the Network or the Network of any supplier; or
 - iv. Use the Service in any way that breaches or may breach the Engin Acceptable Use Policy.
- 5.2. If you breach clause 5.1 above, we may, in addition to and without limiting our other rights under the Agreement, immediately suspend or cancel the Service by giving you notice.
- 5.3. If we cancel your Service in accordance with clause 5.2, we may charge you an Early Termination Fee.
- 5.4. Change of ownership is permitted during the Minimum Term of your Agreement with us where the new applicant meets our credit assessment criteria and both you and new owner agree to the change of account holder conditions Engin notifies to you in a relevant form or otherwise.

6. Minimum Term

- 6.1. We will provide, and you must acquire, the Service in accordance with our SFOA.
- 6.2. The minimum contract term is 12 months.
- 6.3. You may cancel the Service during the Minimum Term but you may be required to pay an early termination fee as set out in the Pricing Schedule.
- 6.4. After the end of the Minimum Term we will continue to provide the Service to you until it is cancelled by you and you provide us with 30 days' notice.
- We may cancel the service at the end of the contract Term by providing you with 30 days' notice.

Pricing

7. Costs, charges and fees

- 7.1. We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping and for determining whether Excess Usage Charges are payable.
- 7.2. All quoted prices are inclusive of GST.
- 7.3. Pricing table:

Plan Name	My Mobile BB 20	My Mobile BB 30	My Mobile BB 40	My Mobile BB 60	My Mobile BB 80
Monthly Plan Fee	\$20.00	\$30.00	\$40.00	\$60.00	\$80.00
Included Data	1.5GB	5GB	9GB	12GB	18GB
Excess Data (per MB)	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
Contract Length	12 months	12 months	12 months	12 months	12 months
Minimum payment over 12 months (excluding hardware and/or delivery charges)	\$240.00	\$360.00	\$480.00	\$720.00	\$960.00

Maximum Cancellation Fee	\$150	\$150	\$150	\$150	\$150
During the first 6 months – Initial Cancellation Fee	\$150	\$150	\$150	\$150	\$150
Months 7-9 (70% of Initial Cancellation fee)	\$105	\$105	\$105	\$105	\$105
Months 10-12 (40% of the Initial Cancellation fee)	\$60	\$60	\$60	\$60	\$60

8. Data Usage

- 8.1. All traffic, both downloads and uploads are counted towards your quota allowance. When your usage exceeds your allowance, you will be charged at the rate specified in the Pricing Schedule.
- 8.2. You will be notified when you reach 50%, 85% and 100% of your quota allowance usage.
- 8.3. You can check your usage by contacting us.
- 8.4. It is your responsibility to monitor your usage, while we will use best endeavours to inform you of excessive usage on your service, this may not always be possible.
- 8.5. Any unused allowance at the end of period will not be carried over for use in the subsequent month.

9. Variations

- 9.1. You may upgrade or downgrade your plan by contacting us.
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Cancelling your Service and Early Termination Fees

10. Cancellation of the Service

- 10.1. We may cancel, suspend or restrict the supply of the Service to you in accordance with the SFOA.
- 10.2. You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay an early termination fee if you agreed to a minimum term contract.

- 10.3. If you have to pay a termination fee, it will be based on the Maximum Cancellation fee per the pricing table and how long you have remaining on your minimum term contract.
- 10.4. Mobile Wireless Broadband services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur.
- 10.5. Mobile Wireless Broadband services cannot be ported to another carrier of Service provider.

11. Early Termination Fee

- 11.1. If you cancel during a Minimum Term we may charge an Early Termination Fee calculated as 50% of your Plan's monthly access fee multiplied by number of months remaining in the Minimum Term plus any outstanding payments for mobile hardware under your Monthly Repayment Option (if applicable).

Miscellaneous

12. Engin SIM Card

- 12.1. The Engin SIM card is our subscriber identity module (SIM) card which when inserted into your Mobile Device gives you access to the Service on the Network.
- 12.2. To be able to connect to the Service, you need an Engin SIM.
- 12.3. If you do not already have an Engin SIM card for use with the Service, we will give you an Engin SIM card.
- 12.4. Your Engin SIM card will be activated within 48 hours of you receiving a welcome email from Engin unless you call Engin and either request that activation:
 - i. Occurs immediately; or
 - ii. Be delayed for up to 14 days.
- 12.5. If after 14 days, the service is still not activated, Engin reserves the right to cancel the order and charge you the full recommended retail price for any Mobile Device or hardware that you may have received from us but not yet paid for.
- 12.6. We own the Engin SIM card and it remains our property at all times.
- 12.7. We may request that you return the Engin SIM card if we issue you with a replacement Engin SIM card or we no longer supply the Service to you.
- 12.8. You must not interfere with or impair the operation of the Engin SIM card.
- 12.9. We are not responsible for any lost or stolen Engin SIM cards.
- 12.10. You must notify us as soon as possible if the Engin SIM card we have given you is lost or stolen and we will bar outgoing calls, suspend the Service or activate Engin IMEI blocking on your Mobile Device.
- 12.11. You are responsible for all charges for calls made using the lost or stolen Engin SIM card up until the time you notify us that your Engin SIM card has been lost or stolen and we bar outgoing calls, suspend the Service or activate Engin IMEI blocking.

13. Equipment

- 1.1. To connect to the Mobile Wireless Broadband service you require the use of a dual band USB Modem.
- 1.2. It is your responsibility to:
 - i. Supply your own device for use with the Service;
 - ii. Ensure it is compatible and approved for use with the Service and Network; and
 - iii. Configured with your service authentication details.

14. Faults

14.1. If you become aware of any fault with the Service immediately report the fault to us by telephoning or emailing us.

15. Other Supplier and Third Party Services

15.1. You acknowledge that:

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