

WIRELESS SERVICE SUPPLEMENT

*This Agreement extends the Terms and Conditions of our **Master Services Agreement**, as detailed at <http://www.esc.net.au/terms>. Should there be any discrepancy between this Agreement and the Master Agreement, this Agreement shall be the prevailing Agreement.*

DEFINITIONS

“**Master Services Agreement (MSA)**” means the Master agreement, which is located at <http://www.esc.net.au/terms>

inside concrete buildings, lift wells, basements, tunnels and road cuttings. High rise buildings may also suffer degradation of service and our coverage maps are not an indication of in-building coverage.

1. GENERAL

- 1.1 If you have an existing billing anniversary, Your Wireless Service will be aligned to this same date, or otherwise will be aligned with the date that the Service is purchased. If applicable a prorated amount may appear on one of your first two invoices.
- 1.2 As your EscapeNet modem and SIM card are sensitive devices, a strict 10 day “dead on arrival” return policy applies. After this time it is deemed that the device is working and that any replacement modem would be at supplied at full charge.
- 1.3 We may suspend your Service should we require for operational or account management issues.
- 1.4 Usage is measured as the sum of sent and received data to your service. Unused usage cannot be rolled over to the following month.
- 1.5 This 3G Wireless service is provided as is and does not include a Service guarantee. As such, there is no “cooling off” period included and the service does not meet any minimum specification. This includes coverage, the speed of the service and the consistent uptime of the service.

2. WIRELESS SERVICE

- 2.1 Usage information is as determined within MY ACCOUNTS, unless otherwise Notified. We aim for a 30 minute update interval, however we only guarantee the accuracy to the nearest 24 hours.
- 2.2 The speeds available to a particular 3G Wireless customer are affected by many variable factors, and actual speed rates are not guaranteed.
- 2.3 With any network based on radio technology, local conditions may prevent or interfere with mobile reception within coverage areas - e.g.,

3. ACCOUNTS & BILLING

- 3.1 If you purchase an eligible product we will provide you with our bundled pricing. In the event that you cancel the eligible product, we will automatically change your plan to the equivalent unbundled plan.
- 3.2 Eligible services include:
 - (i) ADSL1, ADSL2+ (Reach24, Express24 & Naked DSL);
 - (ii) Fixed Line Pre-selection;
 - (iii) Full Service Home Phone.
- 3.3 We will produce a bill on, or near, the Anniversary date for all excess usage for the previous month.
- 3.4 You may change your plan during your contract for the following data cycle. A plan change fee of \$10 is applicable.
- 3.5 An early termination fee of \$300 (pro-rated) + \$20 (administration) applies if you cancel Your service before the end of your Initial Term.
- 3.6 If You cancel the Service before any Minimum Term expires, You must pay back any discounts or special offers You received to sign up for that Term.

4. PRIVACY

- 4.1 We may disclose information about You to the following entities:
 - (i) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data.
 - (ii) emergency services organisations,