



IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Standard Form of Agreement: Mobile Wireless Broadband Service Description

1. General

- 1.1. The Standard Form Of Agreement: Mobile Wireless Broadband Service Description (SFOA: Mobile Wireless Broadband Service Description) is between you and MIBroadband Pty Ltd (ABN 70 080 250 371), trading as “Engin” and referred to in this agreement as “Engin”, “we”, “us”, “our”.
- 1.2. This agreement is also the Summary form of agreement.
- 1.3. This is the Service Description for the Engin Mobile Wireless Broadband Service
- 1.4. You are not required to sign the SFOA, you agree to the terms of the SFOA by the act of buying a service from us.
- 1.5. Your agreement with us for the supply of services consists of:
 - 1.5.1. Your application;
 - 1.5.2. The Standard Form of Agreement - General Terms, which applies to all services and to all customers;
 - 1.5.3. The Standard Form of Agreement - Service Descriptions, which sets out the terms of use for specific services;
 - 1.5.5. The Standard Form of Agreement – Fair Use Policy which applies to some services
- 1.6. If there is an inconsistency between any of the items in 1.3, the order of precedence will be your application, SFOA-General Terms, SFOA – Service descriptions, SFOA – Standard Pricing schedules.
- 1.7. This agreement starts when we accept your application
- 1.8. 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.
- 1.9. Fees and charges for the Engin Mobile Wireless Broadband Service Description can be found in this document
- 1.10. Headings are for convenience only and do not affect the interpretation of this agreement

2. Where to find the SFOA and how to contact us

- 2.1. You can contact us by phone by calling 1300 305 000, our hours of operation can be found on our website at www.engin.com.au
- 2.2. If you are calling from overseas you can call us +612 8985 5906
- 2.3. You can obtain a full copy of the SFOA or the summary SFOA by:
 - 2.3.1. Visiting the engin website at www.engin.com.au and downloading it;
 - 2.3.2. Calling us on 1300 305 000 and requesting a copy be sent to you;
 - 2.3.3. Emailing us at feedback@engin.com.au and requesting a copy be sent to you
- 2.4. If you have a disability that impedes your ability to read these documents, you can contact us on 1300 305 300 for assistance or you can contact the National Relay Service on 133 677
- 2.5. If you have difficulty understanding or reading English you can contact us on 1300 305 000 for assistance or you can contact the Translating and Interpreting Service on 131 450

3. The Service

- 3.1. The 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 and is described as the Dual Band (900Mhz/2100Mhz) 3G and GSM network
- 3.2. You will not be permitted to use the service outside of Australia

- 3.3. Each My mobile 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)
- 3.4. 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
- 3.5. Software Requirements: You must have Microsoft Windows 2000, Windows XP, or Microsoft Vista operating systems to connect to the service. Limited Macintosh OS support.
- 3.6. 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.
- 3.7. Fair Usage Policy Applies

4. Service Requirements

- 4.1. To receive the Service you must:
 - 4.1.1. meet all of our System Requirements; and
 - 4.1.2. install, or arrange for the installation of all the Required Equipment.
- 4.2. The Service is only available in the areas described in Clause 5.
- 4.3. You acknowledge that:
 - 4.3.1. you may not be able to receive the Service at your location
 - 4.3.2. we do not provide technical support for Services using the USB modem under the following conditions:
 - 4.3.2.1. running a network connected to the Service
 - 4.3.2.2. running a network or providing network service to others for the Service
 - 4.3.2.3. running connectivity software other than that provide with the USB Modem or
 - 4.3.2.4. Macintosh operating systems below v10.0
- 4.4. The USB Modem only supports a single computer connected to that USB Modem
- 4.5. We do not guarantee that the USB Modem will be compatible with any network of machines
- 4.6. 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.
- 4.7. 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.
- 4.8. If you require a Service that will be continuous, fault-free or accessible at all times you should not use this service as you primary method of accessing the internet

5. Coverage

- 5.1. 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 or from our website.
- 5.2. The Service is only available within the Optus 'yes' G/3G or GSM network coverage area and is subject to network availability.

6. Contract Term

- 6.1. We will provide, and you must acquire the Service in accordance with our SFOA- General Terms
- 6.2. The minimum contract term is 12 months
- 6.3. You may cancel the Service during the Contract 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 Contract Term we will continue to provide the Service to you until it is cancelled by you and you provide us with 30 days notice
- 6.5. We may cancel the service at the end of the contract Term by providing you with 30 days notice.

7. Equipment

- 7.1. To connect to the Mobile Broadband service you require the use of a dual band USB Modem.
- 7.2. We can supply an appropriate device or you can supply your own device. Where we supply the device it will be approved for use with the Service and pre-configured with your service authentication details.
- 7.3. You select the type of USB Modem in your application. If you supply the device or use your own device, you acknowledge that it is your responsibility to ensure that it is compatible for use with the Service.

8. Faults

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

9. Data usage

- 9.1. 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
- 9.2. You will be notified when you approach your quota allowance usage.
- 9.3. You can check your usage at Engin self care
- 9.4. 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
- 9.5. Any unused allowance at the end of period will not be carried over for use in the subsequent month.

10. Cancellation

- 10.1. We may cancel, suspend or restrict the supply of the Service to you in accordance with the SFOA General Terms
- 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 Broadband services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur

11. Variation

- 11.1. You may upgrade or downgrade your Mobile Internet Service by contacting us at any time and providing 30 days notice

12. Pricing Table

- 12.1. 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
- 12.2. All quoted prices are inclusive of GST.
- 12.3. 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