

# 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>

“**Wireless Anniversary**” means the 1<sup>st</sup> of the month.

## 1. GENERAL

---

- 1.1 As of the 1<sup>st</sup> November 2011 all Wireless services will have their anniversary dates set to the 1<sup>st</sup> of each month. This change will not affect existing billing anniversary dates which remain unchanged. 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 Your expense.
- 1.3 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 Usage is measured as the sum of sent and received data to Your service. Unused usage cannot be rolled over to the following month.
- 2.3 As of the 1<sup>st</sup> November 2011, usage is calculated from the 1<sup>st</sup> of each month irrespective of anniversary dates as shown on invoices or through Myaccounts.

- 2.4 Usage over and above your allocated monthly quota will be bill at the excess data rates as applicable for your plan.
- 2.5 The speeds available to a particular 3G Wireless customer are affected by many variable factors, and actual speed rates are not guaranteed.
- 2.6 With any network based on radio technology, local conditions may prevent or interfere with mobile reception within coverage areas - e.g., 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.

## 3. ACCOUNTS & BILLING

---

- 3.1 If You purchase an eligible product We may provide You with discounted 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 may 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 billing Anniversary date for all excess usage for the previous month.
- 3.4 You may change Your wireless plan, even if you are within contract. A \$10 per change fee applies.
- 3.5 We require 30 days notice to change Your plan, however if possible we will act on it sooner. Changes take effect as of the wireless anniversary date.
- 3.6 An early termination fee of \$300 (pro-rated) + \$20 (administration) applies if You cancel Your service before the end of Your Initial Term.
- 3.7 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.