

1. Dictionary and Glossary of Terms

The expression:	means:
Alternate Plan	as in clause 14(a)
Associate	as in the Corporations Act 2001 (Cth)
Authorised Customer	the person who has contracted with us in respect of the Mobile Broadband Service to which the MSN relates.
Charged Static IP Address	The monthly charge associated for acquiring a static IP address
Commencement Date	the date on which this Service Schedule commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Customer Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)
Dynamic IP Address	An IP address for your computer which differs each time you authenticate
Equipment Documentation	User guides, manuals and instructions in connection with the installation and use of Equipment, including the manufacturer's guidelines and recommendations
EULA	as in clause 9(b)(vi)
GB	Gigabyte
GSM	Global System for Mobile Communications
Holding Over Period	as in clause 40
HSDPA	High-Speed Downlink Packet Access
Included Data Allowance	the amount of data you are entitled to download and upload in connection with your Mobile Broadband Service in a given month without incurring excess usage charges, as specified in the terms and conditions of your Plan or as otherwise

	notified to you by us in writing from time to time
Minimum Term	the minimum term of this Mobile Broadband Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
MSN	Mobile Service Number
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party
Related Body Corporate	as in the Corporations Act 2001 (Cth)
Related Entity	as in the Corporations Act 2001 (Cth)
Scheduled Outage	as in clause 13
Shared Data	the unused portion of your Included Data Allowance that is not consumed during a given month can be used by another eligible Mobile Broadband plans on the same account, in the same month
Software	as in clause 9(a)
Software Documentation	User guides, manuals and instructions in connection with the installation and use of the Software
Static IP Address	A permanent IP address that acts as an address for your computer.
Telecommunications Numbering Plan	the Telecommunications Numbering Plan 1997
Unused Data	the portion of your Included Data Allowance that is not consumed during a given month
Mobile Broadband Service	the Mobile Broadband Service provided to you in accordance with this Service Schedule

Capitalised terms which appear in this Service Schedule and are not defined in this clause 2 may be defined in the Standard Form of Agreement.

2. This Service: Overview

Mobile

- a This Mobile Broadband Service may provide you with (amongst other things):
- (i) a Mobile Broadband modem; and
 - (ii) an Included Data Allowance.

This Mobile Broadband Service operates from a Dynamic IP Address.
On three (3) weeks' notice to you by us.

- (b) This Mobile Broadband Service is not intended for use in connection with mission critical applications. Further limitations of this Mobile Broadband Service are set out in clause 5 of this Service Schedule.

3. Mobile Broadband Coverage: Overview

- (a) Mobile Broadband coverage in connection with this Service is only available within our mobile coverage areas. You may obtain details of the mobile coverage areas by contacting us or via the Commander Website at www.commander.com.
- (b) You acknowledge and agree that:
 - A. you may be unable to use all or any part of this Mobile Broadband Service if you attempt to use this Mobile Service outside the coverage areas.
 - B. you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of whether this Mobile Broadband Service is suitable for you having regards to the mobile coverage areas;
 - C. Mobile Broadband coverage may vary (even within the mobile coverage areas) and you may experience network congestions, delays, drop-outs, packet loss, jitter, download failure, reduced data speeds and the like;
 - D. this Mobile Broadband Service is a residential grade service. It is not suitable if you require a Mobile Broadband Service which is not affected by latency, jitter, packet loss, drop outs and the like (for example, for real time video streaming or for high volume continuous file transfers); and
 - E. this Mobile Broadband Service is not suitable to be used to support 'peer to peer' applications (whether encrypted or unencrypted).

4. Mobile Broadband Speeds

- (a) The speed you experience whilst using this Service may vary and may be affected by, amongst other factors:
 - (i) network congestion;
 - (ii) your geographical location (even within the Mobile Coverage Areas) (for example, faster transfer speeds may be achieved in an area covered by the HSDPA network than an area covered by the GSM network);

- (iii) local conditions and weather;
 - (iv) the hardware and software you use in connection with this Mobile Broadband Service (for example, your internet browser and your computer);
 - (v) general internet traffic; and
 - (vi) the speed and capacity of the server being accessed in connection with this Mobile Broadband Service.
- (b) Based on testing conducted by our suppliers, you may expect to typically achieve speeds between 500kbps and 1.5Mbps. Actual speeds may be slower and are affected by the factors set out in clause 6(a) of this Service Schedule. You are unlikely ever to achieve the theoretical maximum speed of 3.6Mbps.

5. International Roaming

International roaming is not available in connection with your Mobile Broadband Service.

6. Service Software

- (a) We may provide you with software for use in connection with this Mobile Broadband Service ("**Software**").
- (b) You acknowledge and agree that:
- (iii) the Software is the exclusive property of its owner who retains all goodwill, right, title and interest in the Software and the Software Documentation (including all intellectual property rights);
 - (iv) you will ensure that no act is done (or no act is failed to be done) which interferes with the owner's goodwill, right, title or interest in Software or Software Documentation or offends the owner's moral rights in the Software or Documentation

7. Service Equipment

- a. We may provide you with Equipment for use in connection with this Service, such as a Mobile Broadband modem.
- b. You acknowledge and agree that:
- (i) to the maximum extent permitted by law, we do not make any warranty or representation in respect of the performance or compatibility of the Equipment with your other Equipment or with any software;
 - (ii) the provision of the Equipment to you is not to be interpreted as any representation by us that the Equipment will perform to a certain level or that the Equipment will be compatible with your other Equipment or with any software;

- (iii) you have made your own independent inquiries in respect of the performance of the Equipment provided to you and the compatibility of that Equipment with your other Equipment and with any software; and
 - (iv) the Equipment Documentation is the exclusive property of its owner which retains all goodwill, right, title and interest in the Equipment Documentation (including all intellectual property rights).
- c You must:
- (i) only use the Equipment provided to you in connection with this Service in strict accordance with the relevant Equipment Documentation;
 - (ii) not copy, reproduce or make a backup of the Equipment Documentation (or otherwise deal with the Equipment Documentation in a manner that is inconsistent with the rights of the owner of the Equipment Documentation); and
 - (iii) only use the Equipment provided to you in connection with this Mobile Broadband Service.

8. Usage Allowance

- a. Your Included Data Allowance is set out in the terms and conditions of your Plan or as otherwise notified to you from us in writing.
- b. Depending on the details of your Plan, your Included Data Allowance may be, or may not be, a cap on the volume of data you may upload or download in a given month. Certain Plans will:
 - (iv) allow you to upload or download data in excess of your Included Data Allowance and excess usage charges will apply in respect of the volume of data that has been uploaded or downloaded in excess of your Included Data Allowance; or
 - (v) have a 'hard cap' on excess usage and not permit you to upload or download any data once you reach that hard cap (for example, we may cap your excess usage, over and above your Included Data Allowance, at \$99 and/or at 1GB per calendar month),and you agree that you will contact us if you are unsure of how your excess usage is treated under your Plan.
- c. Unless otherwise specified by us in writing, and without limiting any additional terms and conditions in respect of your Included Data Allowance that may appear in the terms and conditions of your Plan or in any other clause of this Contract (or as otherwise notified to you from us):

- d. You expressly acknowledge and agree that the details of your data usage will be made available to you via an online portal accessible from our website or by contacting customer service. For the purposes of calculating and otherwise determining your data usage (including in respect of determining whether you have exceeded your Included Data Allowance and the excess usage charges which may apply), we refer to the data usage details that have been measured by us. You acknowledge and agree that any other software, utilities, equipment or applications for determining your data usage (such as data counters, whether available online or included in the Software) may not be accurate and may result in you inadvertently exceeding your Included Data Allowance and incurring excess data usage fees and charges. If you refer to and rely on those other sources, you do so at your own risk.

9. Fees and Charges

- (a) The fees and charges in respect of this Mobile Broadband Service (such as monthly fees, usage charges, Equipment repayments and the like) are set out in the terms and conditions of your Plan, the Schedule of Fees and Charges (by which you are bound) or as otherwise notified to you by us from time to time.
- (b) Monthly recurring charges are charged one month in advance. Usage is billed one month in arrears.

The fees and charges on your first bill will typically be pro-rated up until the first day of the month that follows the commencement of this Mobile Broadband Service.

- (c) You agree that you will contact us if you are unsure of whether your Included Data Allowance will be pro-rated.

10. Scheduled Outages

- (a) You expressly acknowledge and agree that Scheduled Outages are a necessary and unavoidable consequence of providing this Mobile Broadband Service.
- (b) We aim to provide you with reasonable notice of any anticipated Scheduled Outage where we believe that the Scheduled Outage may significantly and adversely affect your Service.
- (c) You expressly acknowledge and agree that a Scheduled Outage may be urgent and unexpected and accordingly, we may be unable to provide you with any notice of a Scheduled Outage.
- (d) Without limiting clauses 13(a) to (c) of this Service Schedule, you may experience a Scheduled Outage of several seconds between 11:30pm to midnight each night to enable us to update your daily data usage record.

11. Changes to your Plan

- (a) You may request us to change your Plan in respect of your Mobile Broadband Service to another Plan (“Alternate Plan”). You acknowledge and agree that:
- (i) we may refuse your request to change to the Alternate Plan if:
 - A. the terms and conditions of your Plan do not permit you to change to the Alternate Plan; or
 - B. you do not meet the criteria (or any part of the criteria) that we may require you to meet in order to change to the Alternate Plan, which criteria is determined by us in our sole and absolute discretion and may be notified to you by us from time to time; or
 - C. we, in our sole and absolute discretion, believe it to be reasonable to refuse your request to change to the Alternate Plan; or
 - (vi) we may accept your request to change to the Alternate Plan subject to such terms and conditions (including in respect of the date on which the change will be effective) that we may require in our sole and absolute discretion in respect of the Alternate Plan.
- (b) You acknowledge and agree that, without limiting clause 14(a)(ii), depending on the details of your Plan:
- (i) your Included Data Allowance may, or may not, be prorated if you change to an Alternate Plan; and
 - (ii) an early termination fee may apply if the Alternate Plan has a monthly recurring Charge which is less than the monthly recurring Charge in respect of your Plan immediately prior to changing to the Alternate Plan; and
 - (iii) different fees and charges may apply to the Alternate Plan,
- and you agree that you will contact us prior to requesting to change to the Alternate Plan if you are unsure of your liabilities that arise upon a change to the Alternate Plan.
- (c) For the avoidance of doubt, you will not be required by us to change to the Alternate Plan if you do not agree with the terms or conditions that we advise you will apply in connection with your change to the Alternate Plan.

12. Your Obligations

Without limiting any of your other obligations in the terms and conditions of your Plan or in any other clause of this Contract or in, you must ensure that:

- (a) this Mobile Broadband Service is only used for personal or business use;
- (b) this Mobile Broadband Service (including any SIM card that is provided in connection with this Mobile Broadband Service) is not used in connection with any Equipment which switches or reroutes calls to or from the network of any of our suppliers;
- (c) voice calls are not made, or attempted to be made by using this Mobile Broadband Service (including any SIM card that is provided in connection with this Mobile Broadband Service);
- (d) this Mobile Broadband Service is not used to establish any point to point data connections with another modem; and
- (e) this Mobile Broadband Service is not used to connect to the internet via a Carrier or Carriage Service Provider (other than us or our supplier)

13. Our Obligations

- (a) We are not obligated to monitor your use of this Mobile Broadband Service to determine whether you have exceeded your Included Data Allowance, nor are we obligated to notify you if you are approaching your Included Data Allowance or if you have exceeded your Included Data Allowance (to any extent).