

**This Schedule sets out the specifications of Internode's NodeMobile-Data service.**

Use of Internode's NodeMobile-Data services ("Service") are subject to Internode's Standard Form of Agreement or Master Services Agreement (as applicable) and the Internode Acceptable Use Policy. The terms and conditions in this Service Schedule are additional to Internode's Standard Form of Agreement or Master Services Agreement (as applicable).

## DEFINITIONS

- 1) **"Content"** means the content of any data accessed or transmitted by you or other persons by use of the Service which by its nature may contain information or images over which Internode is unable to exercise any form of control.  
**"End-User"** means any customer using the Optus 3G/HSDPA or GSM Network.  
**"3G/HSDPA Network"** means the Optus 3G network, used to transmit 3G services (including HSDPA services)  
**"GSM Network"** means the Optus mobile GSM (global system for mobile) network which is the system used to transmit voice and data services.  
**"Internode Mobile Network"** means either the 3G/HSDPA Network or the GSM Network.  
**"Modem Driver Software"** means the software supplied by Internode for use with the Service which includes the software you need to install and use the Service, as updated from time to time.  
**"Roamer Device"** means a wireless modem used to access the Service.  
**"USIM"** means our Universal Subscriber Identity Module, which when inserted into your equipment gives you access to the service.

## THE SERVICE

- 2) The Service allows customers to access the Internet and related data services via a wireless connection in areas covered by Optus' 3G/HSDPA and GSM networks.
- 3) Service availability depends on and is subject to the configuration and limitations (including capacity constraints) of the Optus Mobile Network.
- 4) Applications that are sensitive to latency, jitter or packet loss, such as voice or real time video streaming, or require high volume continuous file transfers may be adversely affected. NodeMobile-Data is a mobility access product and not intended for use as a fixed broadband replacement.
- 5) The Service is not to be used for the provision of services to support peer to peer applications (encrypted or unencrypted) or continuous file transfer. Internode may apply traffic prioritisation to NodeMobile-Data services in order to optimise the service for the majority of users.
- 6) The shared nature of mobile networks means that the throughput speeds are variable depending on the number of End-Users simultaneously connected.
- 7) For the committed term, Internode will supply the Service to you in accordance with the Agreement.
- 8) Internode may vary the Service, without liability, if reasonable required for technical or operational reasons as long as the Service still complies with the Agreement.

## USIM CARDS

- 9) Internode will not test or support devices for use with USIMs using the USIM Only Service option, that have not been approved for the use with the Service by Optus.

## ROAMING

- 10) International roaming is not available on the NodeMobile-Data Service.

## MODEM DRIVER SOFTWARE

- 11) Your use of the Modem Driver Software is subject to your compliance with the terms of the end-user agreement provided with the Modem Driver Software.
- 12) Subject to your rights under the *Competition and Consumer Act 2010*, Internode does not make any warranty or representation regarding the performance of the Modem Driver Software as it operates on your computer.
- 13) The Modem Driver Software may not be compatible with some operating systems older than Microsoft Windows XP SP2, and Macintosh 10.4 operating systems. 64 bit editions of Windows may also be incompatible with the Service.
- 14) You must not disassemble, decompile or reverse engineer any software provided by Internode in relation to the Service.

## COVERAGE AND DATA TRANSFER SPEEDS

- 15) The Service is only available in areas covered by the Optus Mobile Network.
- 16) In areas that the Service is available, Internode does not warrant that:
  - i) The Service is available in each place within an area where there is coverage;
  - ii) "drop-outs" will not occur;
  - iii) There will be no delays in transferring data when switching between bearer networks;
  - iv) There will be no congestion on the mobile network; or
  - v) There will be no lost packets of data or failures in downloads.

## DATA TRANSFER SPEEDS AND NETWORK HANDOVER

- 17) The speed of data transmitted using the Service will vary depending on the following factors:
  - i) if you are located in an area covered by the 3G/HSDPA Network or GSM Network (for example, faster transfer speeds will be achieved in an area covered by the 3G/HSDPA Network than an area covered by the GSM Network;
  - ii) the number of users sharing the mobile network;
  - iii) the computer hardware and software you use to access the network;
  - iv) general activity on the Internet;
  - v) speed and capacity of the server being accessed; and
  - vi) maximum download speeds on 3G/HSDPA.
- 18) Maximum download speeds on 3G/HSDPA Network are up to 3.6 Mbps. Based on network testing, you can expect speeds between 500 kbps and 1.5 Mbps. Actual speeds may be slower.
- 19) Data usage will be calculated as a combined total of uploads and downloads in MegaBytes (MB).
- 20) The Roamer Devices and Modem Driver Software automatically conduct a handover between the 3G/HSDPA and GSM networks, maintaining your connection during data transfers. They monitor network availability and connect to one of the two network types in the following order;
  - i) 3G/HSDPA network; and
  - ii) GSM network.
- 21) You acknowledge that if the network you are connected to becomes congested and there is no other network available that your connection may drop out. If there is congestion or you move location, the Roamer Device and Internode network software will determine if it is possible to select another network.
- 22) You may choose to override the automatic operation of the Internode network software and choose one of the two networks to operate the Service.

- 23) During handover between the networks there may be a short period of time (up to 20 seconds) during which data does not transfer.

#### GENERAL RIGHTS AND OBLIGATIONS

- 24) Internode reserves the right to suspend or terminate access to the Service without notice if you are using the Service in a manner which is in breach of the terms of this schedule or the Internode Acceptable Use Policy, is causing damage to the network, or is otherwise impacting the network in a detrimental manner.
- 25) You accept that you have no rights against Internode's suppliers in relation to any service supplied by Internode by way of this Agreement, including either in contract or in tort, in respect of any delay in providing the service, or in respect of any failure to provide the service.
- 26) You must comply with the relevant laws in using the service and the Internode Acceptable Use Policy.
- 27) If coverage is not to your satisfaction, you will need to contact Internode for detail investigation, within 7 days of service activation. The address that you have entered into the Service Qualification tool (as part of online signup process), and the results of that Service Qualification, are relevant to determining whether your service is beyond the network coverage limits.
- 28) The Service may only be used as a data plan and to send/receive SMS messages (Windows only). You should not use the supplied USIM to access (and may not be able to access) other services such as voice calls, international voice calls, international data roaming, international SMS, premium and third party SMS, MMS, international MMS, 1300, 1900. If you are able to access such services, your use of such services will be charged at the prevailing rates. Data usage will be counted in MB.
- 29) You acknowledge that:
- i) Mobile number portability is not supported with the Service;
  - ii) The Service relies for its operation on services supplied by suppliers and other third parties, who are not controlled or authorised by Internode; and
  - iii) Internode does not exercise any control over, authorize or make any warranty regarding your right to use, access or transmit any Content (whether error free, in time, or at all) using the Service, nor does Internode give any warranty regarding the accuracy or completeness of any Content you may use, access, or transmit using the Service including any data which Internode or its suppliers may cache as part of the Service.
- 30) Internode is not obliged to:
- i) monitor use of the Service or an Individual Service;
  - ii) ensure that you do not exceed any monthly download or upload limits or excessively use the Service; or
  - iii) suspend or configure the Service if any of the events specified in this Agreement occur, and whether or not we do so, provided we have acted reasonably, you remain liable for use of the Service;
- 31) Internode is not responsible for:
- i) The consequences of your using, accessing, or transmitting any Content using the Service, including without limitation any virus or other harmful software; or
  - ii) Any charges which a third party may impose on you in connection with your use of the Services.