

# Hyperwave – Product Terms & Conditions

## This Product Refers To:

Satellite (radio waves) internet supplied as a resell of Hyperwave services.

## Product Details & Specifications

Hyperwave delivers fast, reliable broadband data using radio waves instead of services underground. We achieve this by installing a small antenna on your roof or other high point, which we professionally align to your nearest connection point.

All speeds quoted refer to the sync speed, or line speed, of the service. We are unable to make guarantees to the speed you will receive. The actual speed you will receive depends on several factors, including but not limited to; distance from the exchange, quality of the copper path, the Equipment you have connected and traffic in external networks.

Where you will be supplying your own router, the router must be able to be rate limited to the access speed purchased and configured with the appropriate settings.

This service does not include a battery backup power supply. This also means you will not be able to make calls on a VoIP phone during a power outage, including calls to emergency services.

Before changing your internet, you should find out if any medical or security alarm services you want to use are compatible with your new service. You can do this by contacting the provider of your medical or security alarm service, who can also advise on options.

## Available Speeds

This is a customizable service, and speed profile availability will depend on location.

## Service Activation & Transfer of Services

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a cancellation fee may apply.
- For Fibre delivery methods, there may be additional fees (Fee for Service) to deliver the service to your Communications Room. In the event that a Fee for Service applies, you will have the option to proceed and be charged the Fee for Service immediately, or have the works completed by your own contractor. If you do not proceed with the order, cancellation fees will apply.
- We will install a NTU (Network Terminating Unit), or other equipment as required to supply and support this service. Any equipment installed by our wholesaler remains their property and cannot be removed if you vacate. This equipment is required to be recovered, and charges will apply if non-recoverable.
- Installation of all Symmetrical/Ethernet suite products will always require a minimum of 2 site visits by our contractors, however more visits may be required.

- The standard lead time for each product is detailed below. Whilst service is regularly delivered faster than these timeframes, there are also scenarios in which this lead time will be missed. This is a targeted lead time, with no rebates in the event it is missed. In the event that there are Fee for Service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified.
- We will provide the Service from the date the activation takes effect (we will notify you when this happens).
- The Date the service is activated with us is the date the contract period of the service begins.

Service Name	Standard Lead Time
Hyperwave	5-7 Business Days

### Email Addresses & Outgoing Mail Server

An email address and outgoing mail (SMTP) Server is not provided with this service.

### Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The Early Termination Fee (ETF) is the Monthly Access Fee, times the number of remaining months in the contract period.
- Any equipment on a rental agreement is the monthly fee, times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

### Order Withdrawal

If you withdraw the order prior to activation, a withdrawal fee may apply. This is dependent on how many business days past signing the paperwork the request is made.

- Between business day 0 to business day 10, please refer to our Cooling Off Period.
- For business day 11, up to 2 business days before the scheduled cutover of your service, 1 month of your monthly access fee will apply.
- If less than 2 business days until the scheduled cutover or installation – standard early termination fees as detailed in "Service Cancellation" above apply.

These charges are passed on from the network developers and are not able to be disputed.

## Service Relocation

- You can relocate your service any anytime by providing a request in writing.
- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service, or your current plan is no longer available.
- The Relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- If we are unable to relocate your service, Early Termination Fees (ETF) will apply. Refer to Service Cancellation.

## Faults

- The actual speed you will receive depends on several factors, including but not limited to:
  - distance from the exchange,
  - quality of your internal cabling,
  - the Equipment you have connected and,
  - traffic in external networks.
- The service provided is a best-efforts service. There are no financial rebates available for service performance, uptime, or fault conditions.
- We are unable to make guarantees to the speed you will receive on the Fibre connection. Any speed descriptions are port speed only, not the speeds you will necessarily receive.
- In the event you have service difficulties, you can notify our Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, our standard fees for service will apply.
- You are responsible for providing appropriate, correctly configured hardware (Modem, Router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.