

New Megalink Mobile Broadband Service

Wireless Modem & SIM card for only \$9.90



**LIMITED TIME OFFER
ON 3 & 6Gb PLANS**

**Modem offered free
with reduced
Activation Fee of
\$9.90 on a 24 month
contract**

Powered by the Optus Network Australia Wide

- Do you want to be able to browse the web from your home & office?
- Do you want to be able to download your emails while you are sitting in a coffee shop, an airport or on the beach?
- Are you located well away from regional centres and capital cities?
- Do you want to access the internet while you travel around Australia?
- Do you want the benefits of fixed wireless at home and enjoy the flexibility of mobile broadband when away from home?

Megalink has the wireless broadband solution for you, whatever your requirements. Megalink has fixed wireless solutions which provide consistent broadband services for users up to 38 Km from the nearest base station and also has wireless broadband solutions for people on the move throughout Australia.

Whatever your need, wherever you are, Megalink can bring you a cost effective and very competitive wireless broadband service today.

Mobile Wireless Broadband Pricing

Term	Monthly Recurring Fee			
	500mb	2GB	3GB	6GB
Pre-Paid month by month	\$19.99	\$29.99		
24 Months			\$35.99	\$58.99
Upfront Modem Charge	\$49.99	\$49.99	FREE	FREE
Upfront Homezone Charge if required	\$179.00	\$179.00	\$179.00	\$179.00
Activation Fee	\$9.90	\$9.90	\$9.90	\$9.90

Month by month plans also available

- ✓ Downloads & Uploads are counted towards included usage GB
- ✓ All plans will be stopped if they reach 6GB. 6GB usage plan will be stopped at 7GB
- ✓ Termination fees apply for early cancellations
- ✓ Late payment fees will apply outside our normal terms of 14 days
- ✓ Payments will only be accepted from Direct Bank Deposit, Visa or MasterCard, a credit card charge will apply.
- ✓ Data usage in excess the monthly allowance attracts an excess data charge of 10 cents / megabyte.
- ✓ Maximum usage allowance will be limited to 6GB.
- ✓ In the event of a cancellation prior to the 24 month term expiring an early termination fees will apply.

Once connected to your computer, your Megalink Mobile Wireless modem will automatically choose the best network available to you and will continue to do so as you move around. That way, you'll get the best available connection to the network. It's wireless internet the easy way.

The Service is a residential grade service and 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. It is a mobility internet access product and not intended to be used as a fixed broadband replacement. Service availability depends on and is subject to the configuration and limitations (including capacity constraints) of the Optus Network and Supplier Networks. Megalink will notify you from time to time of the extent of the availability of the Service. The service is not to be used for the provision of services to support peer to peer applications (encrypted or unencrypted). The shared nature of the Optus Network means that throughput speeds are variable depending on the number of End Users simultaneously connected and associated line transmission rates of those End Users.

The speed of the Service, integrity and performance of the network for all users is dependent upon:

- a) The number of End Users using the Service or a similar service at the same time;

and

- b) End Users not using the Service for sustained, high-volume traffic or for extended periods of time at low data speeds, for example when End Users have their service Throttled
- c) Megalink and Optus may vary the Service, without liability, if reasonably required for technical or operational reasons.

Megalink Mobile Wireless Broadband services are provided by way of a 24 month contract with a certain amount of usage included per month. In the event of cancelling this plan, penalties apply. The billing cycle for this service will be calculated from the 1st of the month.

The new plan's plan fees will be prorated up until the 1st of the following month and the new plan's Usage allowance will be prorated up until the 1st of the following month.

Note: Customers will be 'disconnected' for several seconds between 11:30pm - Midnight each day.

Coverage

The service is only available in areas covered by the Optus Network. In areas that the service is available, Megalink does not warrant that:

- a) the service is available in each place within an area where there is coverage;
- b) 'drop-outs' will not occur;
- c) there will be no delays in transferring data when switching between bearer networks;
- d) there will be no congestion on the Optus Mobile Network; and
- e) There will be no lost packets of data or failures in downloads.

The coverage area of the Optus 3G/HSDPA Network is not equal to the coverage area of the GSM Network.

For the latest coverage information visit www.optus.com.au/coverage.

This is a best effort service and no SLA's exist for this product. SIMS cannot be returned in the event of no coverage.

Roaming

International roaming is not available

Data Transfer Speeds and Network Handover

The speed of data transmitted using the service will vary depending on the following factors:

- a) if the End Customer is located in an area covered by the 3G/HSDPA Network or GSM Network (for example, transfer speeds will be achieved in an area covered by the HSDPA Network than an area covered by the GSM Network);
- b) the number of users sharing the Optus Network;
- c) the computer hardware and software used by the End User;
- d) general activity on the Internet;
- e) speed and capacity of the server being accessed; and
- f) maximum download speeds on 3G/HSDPA network are up to 3.6 Mbps. Based on Optus' network testing, an average End User experience would be in the vicinity of between 500 kbps and 1.5 Mbps. Actual speeds may be slower.

If the network the End User is connected to becomes congested and there is no other network available that End User's connection may drop out. During handover between networks there may be a short period of time (up to 20 seconds) during which data does not transfer.

Computer Requirements:

Megalink Wireless is compatible with Pentium or similar class computers running Microsoft ME, 2000, or XP. While we do not provide over the phone support for Mac and UNIX systems connected to the network, we do have customers using these systems.

Home Network

You can set up a wireless network within the house by purchasing the Megalink HomeZone. No other router can provide this functionality.

(For office use only)

Account Number: _____
IP Address assigned: _____
Web name assigned: _____
Base Station allocated: _____

Mobile Wireless Customer Service Order Form

Company/Person to be invoiced: _____ Date _____
Invoice Address: _____ Suburb/City _____
Contact Name: _____ Position: _____
Phone: _____ email: _____
Accounts Contact Name _____

ACCEPTANCE OF TERMS AND CONDITIONS Signed _____

I agree to the Terms & Conditions printed below and overleaf Date _____

Services Required:

MOBILE WIRELESS

Please tick Plan required

Plan	W5MB	W2GB	W3GB	W6GB
Monthly Data Allowance				
Contract Term	500Mb	2Gb	3Gb	6Gb
24 Months			\$35.99	\$58.99
Pre-Paid	\$19.99	\$29.99		
Upfront Charges:				
Upfront Modem	\$49.99	\$49.99	FREE	FREE
HomeZone	\$179.00	\$179.00	\$179.00	\$179.00
Activation Fee	\$9.90	\$9.90	\$9.90	\$9.90

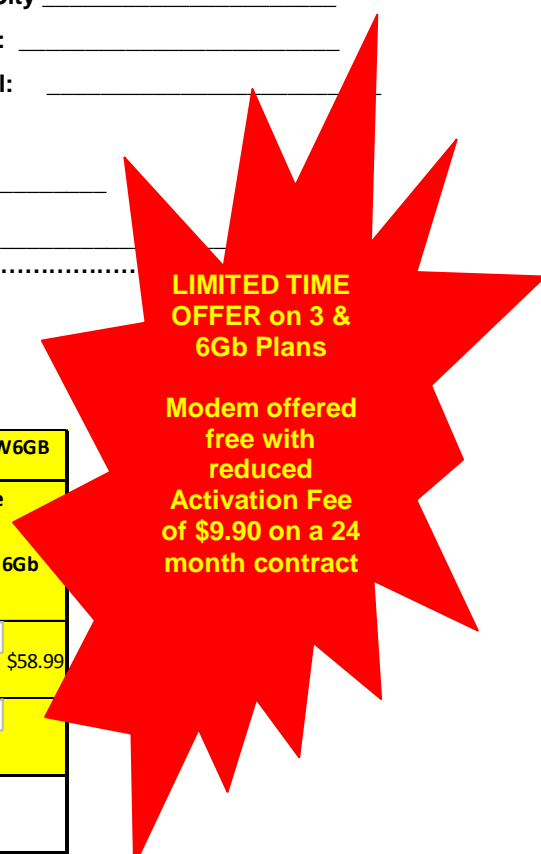
Shipping charges apply

- ⊙ In all plans, excess data at 10¢/mb once the aggregated monthly usage limit is reached.
- ∇ Service will be cut off once 6 Gb has been reached within the operational month.
- ♦ Service will be cut off once 7 Gb has been reached within the operational month.

Package Cost:

Contract term in months: Months
Monthly Service Charges: \$
Charge for _ Fixed IP address: \$
Activation Fee: \$
First months charge in advance¹: \$
Total Cost \$ _____

¹ Activation + first month + pro rata monthly charges



Payment Authorisation Form

To make Credit Card payments in Australian Dollars please complete this form and fax to Megalink

Fax: 03 8677 3374

I authorise and request Megalink to debit payments from my nominated account, as specified below, at intervals and amounts as directed by Megalink as per the Terms and Conditions of the Megalink agreement and subsequent agreements.

Signed: _____

Payment Details And/Or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

I authorise and request the debit user detailed below to debit payments from my nominated account, as specified below, at intervals and amounts as directed by Megalink as per the Terms and Conditions of the Megalink Service Order agreement and subsequent agreements.

Please print clearly

Cardholder's Name:

Card Number:

Expiry Date:

3 digit Security Code

(Please select appropriate box) VISA MASTERCARD

By signing this form, I/we authorise Megalink Australia Pty Ltd to debit payments from my specified credit card above and I/we acknowledge that Megalink will appear as the business name on my credit card statement. This authorisation is to remain in force in accordance with the Terms and Conditions on this page, the provided Service Order agreement and I/we have read and understood the same.

Cardholder's

Signature:

Please note that any credit card that is rejected may be subjected to a 2% administration fee on the second processing, ensure that your credit card details are correct and current.

Customer Name: _____ Customer ID _____
if different to cardholder name above

Contact phone number: _____ Date: ____/____/____

Terms & Conditions

1. Definitions

- 1.1 "Service Provider" shall mean Megalink Australia Pty Ltd and its successors and assigns.
- 1.2 "Client" shall mean the Client or any person or Service Provider acting on behalf of and with the authority of the Client.
- 1.3 "Services" shall mean all services supplied by the Service Provider to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Equipment as hereinafter defined).
- 1.4 "Equipment" shall mean Equipment supplied by the Service Provider to the Client (and where the context so permits shall include any supply of Equipment as defined supra).
- 1.5 "Price" shall mean the cost of the Services as agreed between the Service Provider and the Client subject to clause 4 of this contract.

2. Term of Contract

- 7.1 This contract will operate from the date of shipment of the equipment for a period as indicated on the Service Order page.
- 7.2 A termination fee of \$129 will be paid by Client should the Mobile Wireless contract be terminated prior to completion of the contract term.
- 7.3 Customer may nominate a trial term of one month on a 24 month contract at the one (1) month charge. If Customer returns the equipment in the original packaging within that trial month, Service Provider will refund \$129. Customer can convert the trial term to a full 24 month contract during the trial period. In the absence of equipment return, Customer remains on the one month plan charge.

3. Acceptance

- 3.1 Any instructions received by the Service Provider from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Service Provider shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Service Provider.
- 3.4 None of the Service Provider's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Service Provider in writing nor is the Service Provider bound by any such unauthorised statements.
- 3.5 These terms and conditions are to be read in conjunction with any service contract/agreement between the Service Provider and the Client. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.
- 3.6 The Client undertakes to give the Service Provider not less than seven (7) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).

4. Services

- 4.1 The Services shall be as described on the invoices, quotation, or any other work commencement forms as provided by the Service Provider to the Client.
- 4.2 The Service Provider commits to provide free-of-charge 24/7 fault reporting and a Help Desk facility which operates from 9:00am to 6:30pm, Australian Eastern Standard Time.
- 4.3 The Service Provider commits to provide the Client with full information about the Service.
- 4.4 The Service Provider commits to the connection of a new Service within 10 days of the Client signing the contract. In the event of a Service outage or fault for which the Service Provider is responsible, the Service Provider commits to restoration of the Service within 3 working days.

5. Price And Payment

- 5.1 The Price shall be as indicated on invoices provided by the Service Provider to the Client in respect of Services supplied.
- 5.2 At the Service Provider's sole discretion an installation fee will be required. The fee amount will be as stated on the signed customer order form and shall become immediately due and payable.
- 5.3 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery/installation of the Services.
- 5.4 At the Service Provider's sole discretion, for certain approved Clients payment will be due seven (7) days following the date of the invoice.
- 5.5 Payment will be made by bank direct deposit or credit card (plus any charges that may be applicable).
- 5.6 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Service Provider.

6. Delivery, Installation, Maintenance of Equipment

- 6.1 Delivery of the Equipment shall be made to the Client's nominated address. The Client shall make all arrangements necessary to take delivery of the Equipment whenever they are tendered for delivery, or delivery of the Equipment shall be made to the Client at the Service Providers address.
- 6.2 *The Service Provider may deliver the Equipment by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.*
- 6.3 The failure of the Service Provider to deliver shall not entitle either party to treat this contract as repudiated.
- 6.4 The Service Provider shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of the Service Provider (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas, or damage to roofing).
- 6.5 The failure of the Service Provider to deliver shall not entitle either party to treat this contract as repudiated.
- 6.6 The Service Provider shall not be liable for any loss or damage whatever due to failure by the Service Provider to deliver the Equipment (or any of them) promptly or at all.

8. Defective Equipment

- 8.1. The Client shall inspect the Equipment on delivery or installation and shall within forty-eight (48) hours of delivery or installation notify the Service Provider of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Service Provider an opportunity to inspect the Equipment and installation within a reasonable time following delivery. If the Client shall fail to comply with these provisions the Equipment shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

9. Warranty

- 9.1. The Warranty shall be the current warranty provided by the manufacturer of the Equipment. The Service Provider shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

10. Risk

- 10.1. If the Service Provider retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on delivery.
- 10.2. If any of the Equipment are damaged or destroyed prior to property in them passing to the Client, the Service Provider is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Equipment), to receive all insurance proceeds payable in respect of the Equipment. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Service Provider is sufficient evidence of the Service Provider's rights to receive the insurance proceeds without the need for any person dealing with the Service Provider to make further enquiries.

11. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- 11.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

12. Clients Disclaimer

- 12.1. The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Service Provider and the Client acknowledges that he buys the Equipment relying solely upon his own skill and judgement, and that the Service Provider shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.

13. Default & Consequences of Default

- 13.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 13.2. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Service Provider from and against all the Service Provider's costs and disbursements including on a solicitor and own client basis, all Bank dishonour fees and in addition all of EC Credit Control Pty Ltd's costs of collection.
- 13.3. Without prejudice to any other remedies the Service Provider may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Service Provider may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Service Provider will not be liable to the Client for any loss or damage the Client suffers because the Service Provider exercised its rights under this clause.
- 13.4. If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of sixty dollars (\$60.00) shall be levied for administration fees which sum shall become immediately due and payable.
- 13.5. In the event that:

- (a) any money payable to the Service Provider becomes overdue, or in the Service Provider's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
- then without prejudice to the Service Provider's other remedies at law
- (d) the Service Provider shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
 - (e) all amounts owing to the Service Provider shall, whether or not due for payment, immediately become payable.

14. Title

- 14.1. It is the intention of the Service Provider and agreed by the Client that Mobile Wireless property in the Equipment shall become the property of Client on payment in full of the Activation Fee.
- 14.2. It is further agreed that:
- (a) The Client shall not deal with the money of the Service Provider in any way which may be adverse to the Service Provider.
 - (b) Until such time as ownership of the Equipment shall pass from the Service Provider to the Client the Service Provider may give notice in writing to the Client to return the Equipment or any of them to the Service Provider. Upon such notice the rights of the Client to obtain ownership or any other interest in the Equipment shall cease.
 - (c) If the Client fails to return the Equipment to the Service Provider then the Service Provider or the Service Provider's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Equipment are situated and take possession of the Equipment, without being responsible for any damage thereby caused.
 - (d) Receipt by the Service Provider of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Service Provider's ownership of rights in respect of the Equipment shall continue.
 - (e) The Client shall not charge the Equipment in any way nor grant nor otherwise give any interest in the Equipment while they remain the property of the Service Provider.
 - (f) The Service Provider may require payment of the Price or the balance of the Price due together with any other amounts due from the Client to the Service Provider arising out of these terms and conditions, and the Service Provider may take any lawful steps to require payment of the amounts due and the Price.
 - (g) The Service Provider can issue proceedings to recover the Price of the Equipment sold notwithstanding that ownership of the Equipment may not have passed to the Client.
 - (h) Until such time the Client has the Service Provider's authority to convert the Equipment into other products and if the Equipment are so converted, the parties agree that the Service Provider will be the owner of the end products.

15. Security and Charge

- 15.1. Service Provider reserves the right to take whatever legal actions are open to it to recover outstanding monies including seeking caveats over assets of the customer in default.

16. Privacy Act 1988

- 16.1. The Client agrees for the Service Provider to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Service Provider.
- 16.2. The Client agrees that the Service Provider may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Client;
 - (b) To notify other credit providers of a default by the Client;
 - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
 - (d) To assess the credit worthiness of Client.
- 16.3. The Client consents to the Service Provider being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 16.4. The Client agrees that Personal Data provided may be used and retained by the Service Provider for the following purposes and for other purposes as shall be agreed between the Client and Service Provider or required by law from time to time:
- (a) provision of Services & Services;
 - (b) marketing of Services and/or Services by the Service Provider, its agents or distributors in relation to the Services and Services;
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services/Services;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services and Services.
- 16.5. The Service Provider may give, information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

17. Lien on Equipment

- 17.1. Where the Service Provider has not received or been tendered the whole of the price, or the payment has been dishonoured, the Service Provider shall have:
- (a) a lien on the Services;
 - (b) the right to retain them for the price while the Service Provider is in possession of them;
 - (c) a right of stopping the Services in transit whether or not delivery has been made or ownership has passed; and
 - (d) a right of resale,
 - (e) the foregoing right of disposal,
- provided that the lien of the Service Provider shall continue despite the commencement of proceedings or judgement for the price having been obtained.

18. Unpaid Service Providers rights to dispose of Equipment

- 18.1. In the event that:
- (a) the Service Provider retains possession or control of the Equipment; and
 - (b) payment of the Price is due to the Service Provider; and
 - (c) the Service Provider has made demand in writing of the Client for payment of the Price in terms of this agreement; and
 - (d) the Service Provider has not received the Price of the Equipment, then,
- the Service Provider may dispose of the Equipment and may claim from the Client the loss to the Service Provider on such disposal.

19. Intellectual Property

- 19.1. Where the Service Provider has designed or drawn Services for the Client, then the copyright in those designs and drawings shall remain vested in the Service Provider, and shall only be used by the Client at the Service Provider's discretion.
- 19.2. Conversely, in such a situation, where the Client has supplied drawings, the Service Provider in its sale conditions may look for an indemnity (the specifications and design of the Services (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Service Provider). Where any designs or specifications have been supplied by the Client for manufacture by or to the order of the Service Provider then the Client warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Services shall not infringe the rights of any third party.
- 19.3. The Client warrants that all designs or instructions to the Service Provider will not cause the Service Provider to infringe any patent, registered design or trademark in the execution of the Client's order.
- 19.4. Where the Service Provider has provided computer software and documentation, the Service Provider retains ownership of the computer software and documentation, but grants a licence to the Client for use of the computer software and documentation. The Client will use any third-party software supplied by the Service Provider, and identified as such, strictly in terms of the licence under which it is supplied.

20. Cancellation

- 20.1. In accordance with their service order and contracted period of service, the Client may cancel their service contract/agreement by giving one month's written notice. At the time of cancellation any monies owed by the Client under the contract term shall become immediately due and payable.
- 20.2. In the event that the Client wishes to reactivate their service contract/agreement following cancellation a further set up fee will apply.
- 20.3. The Service Provider reserves the right to terminate the service contract/agreement without notice in the event of:
- (a) The Client being found to be 'Spamming' (the practice of sending unsolicited, unwelcome mass mailings to people);
 - (b) The Client using Equipment/Services outside the bounds of Internet Etiquette (as defined by the Service Provider from time to time).
- 20.4. In the event that the Service Provider terminates the service contract/agreement under clause 19.3, the Client remains liable for any monies owed to the Service Provider as well as for any damages that may occur as a result of the actions, which lead to the termination of the service contract/agreement.

21. Acceptable Use Policy

- 21.1. Communication Services which are the subject of the following conditions of use include Service Provider web-based email, unified messaging, email or other notification to wireless devices such as mobile phones, PocketSports, and access to Service Provider from mobile phone ("Communication Services").
- 21.2. It is a condition of your use of any service provided by Service Provider that you:
- (a) acknowledge that the Communication Service is not moderated, and that Service Provider does not control the forum; and

- (b) acknowledge that Service Provider is not under any obligation to monitor or censor the material generated by users of the Communication Service, however it reserves the right to do so; and
 - (c) acknowledge that Service Provider is not responsible for the Communication Service's content; and
 - (d) acknowledge that the views expressed are not necessarily those of Service Provider; and
 - (e) agree not to make lewd, obscene, threatening, abusive or defamatory remarks or incite hatred to any other person or group; and
 - (f) agree not to post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder; and
 - (g) agree not to abuse, harass, threaten or embarrass any other person or interfere with the operation of the Communication Service or interfere with the enjoyment of the Communication Service by other people; and
 - (h) agree to use the Internet Service in accordance with any download or capacity limits stated in this or future Service Order Forms where price capped plans apply. Services may be limited, suspended or terminated if excessive network resource usage is noted which may hinder or prevent Service Provider from providing services to other customers.
 - (i) agree not to post or transmit any material of any kind which contains a virus or other harmful component; and
 - (j) must not delete any author acknowledgments, legal notices or propriety designations or labels in any file that is uploaded; and
 - (k) must not download any file posted by any other user of a Communication Service if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner; and
 - (l) grant to Service Provider an irrevocable, world-wide, royalty free licence to copy and adapt any material you generate through use of the Communication Service to the extent necessary to provide the service, or to promote the service of Service Provider; and
 - (m) release Service Provider from all liability in connection with the Communication Service, including for any failure to provide a Communication Service;
- (a) The service is not to be used for the provision of services to support peer to peer applications (encrypted or unencrypted).
- 21.3. Service Provider reserves the right to withdraw any communication Service at any time without notice where the Acceptable Use Policy is abused.

22. General

- 22.1. If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2. All Services/Services supplied by the Service Provider are subject to the laws of Victoria and the Service Provider takes no responsibility for changes in the law, which affect the Services supplied.
- 22.3. The Service Provider shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Service Provider of these terms and conditions.
- 22.4. The Client shall not set off against the Price amounts due from the Service Provider.
- 22.5. The Service Provider may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 22.6. In the event of any breach of this contract by the Service Provider the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the Price of the Services.
- 22.7. Neither party shall be liable for any default due to any act of god, war, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 22.8. The Service Provider reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Service Provider notifies the Client of such change.
- 22.9. The Megalink Wireless Service is a residential grade service and 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. It is a mobility internet access product and not intended to be used as a fixed broadband replacement.
- 22.10. Mobile Wireless Service availability depends on and is subject to the configuration and limitations (including capacity constraints) of the Optus Network and Supplier Networks.
- 22.11. The Megalink Wireless service is not to be used for the provision of services to support peer to peer applications (encrypted or unencrypted). The shared nature of the Optus Network means that throughput speeds are variable depending on the number of End Users simultaneously connected and associated line transmission rates of those End Users.
- 22.12. The speed of the Service, integrity and performance of the network for all users is dependent upon:
- (a) The number of End Users using the Service or a similar service at the same time;
- and
- (b) End Users not using the Service for sustained, high-volume traffic or for extended periods of time at low data speeds, for example when End Users have their service Throttled
- 22.13. Megalink and Optus may vary the Service, without liability, if reasonably required for technical or operational reasons.
- 22.14. When the End Customer has exceeded their Mobile Wireless usage allowance defined by their Plan a charge per MB will be applied.
- 22.15. Maximum Mobile Wireless usage allowance will be limited to 6GB.

23. Coverage

- 23.1. The Mobile Wireless service is only available in areas covered by the Optus Network. In areas that the service is available, Megalink does not warrant that:
- (a) the service is available in each place within an area where there is coverage;
 - (b) 'drop-outs' will not occur;
 - (c) there will be no delays in transferring data when switching between bearer networks;
 - (d) there will be no congestion on the Optus Mobile Network; and
 - (e) There will be no lost packets of data or failures in downloads.
- 23.2. The coverage area of the Optus 3G/HSDPA Network is not equal to the coverage area of the GSM Network.
- (a) For the latest coverage information visit www.optus.com.au/coverage.
- 23.3. This is a best effort service and no SLA's exist for this product. SIMS cannot be returned in the event of no coverage.

24. Data Transfer Speeds and Network Handover

- 24.1. The speed of data transmitted using the Mobile Wireless service will vary depending on the following factors:
- (a) if the End Customer is located in an area covered by the 3G/HSDPA Network or GSM Network (for example, transfer speeds will be achieved in an area covered by the HSDPA Network than an area covered by the GSM Network);
 - (b) the number of users sharing the Optus Network;
 - (c) the computer hardware and software used by the End User;
 - (d) general activity on the Internet;
 - (e) speed and capacity of the server being accessed; and
- 24.2. Maximum download speeds on 3G/HSDPA network are up to 3.6 Mbps.