

## Terms and Conditions

### Definition of terms:

1. “CPE” means Customer Premise Equipment; this is the equipment supplied to you by Evolution Wireless Limited into which the EW service terminates at your premises.
2. “EW” means Evolution Wireless Limited

### By having Evolution Wireless Install CPE on your property to provide internet services you agree to the below terms and conditions

1. CPE provided by EW will usually be in the form of a dish on the roof of your property.
2. Ownership of the CPE will at all times remain with EW and you must not:
  - a. Sell, lease, dispose of, lend or otherwise part with possession of, or modify in any way, the CPE.
  - b. Use the CPE for any purpose other than receiving EW services in accordance with the relevant EW Service terms and conditions.
  - c. Do any other act which may adversely affect or prejudice the ownership of the CPE in any way.
3. EW will install the CPE at your address as provided to us.
  - a. We reserve the right to supply you with a CPE that may have been refurbished provided that such refurbished CPE shall be of equivalent quality and functionality as a new CPE.
4. The CPE is configured to work only with EW.
  - a. You may not use it to obtain broadband services provided by other Internet service providers.
5. EW does not provide any warranty as to the level of performance of the CPE or your wireless network which may be affected by conditions outside of our control including, but not limited to.
  - a. The materials used in further construction of your premises,
  - b. The distance between the CPE and any device that you use with the CPE,
  - c. Any radio wave interference that propagates after installation.
6. EW will require at times to complete software and hardware upgrades to your CPE.
  - a. EW have the permission to remotely upgrade the software of the CPE.
  - b. EW have permission to physically access the CPE for upgrades or removal upon termination of services.
    - 2> If physical access is required, then the account holder will be contacted to arrange an appropriate time.
7. If you have a fault with the CPE, please contact us.
  - a. All claims in relation to the CPE are covered by the warranty, if any, offered by the manufacturer.
  - b. EW shall not be liable to you for any fault that is caused by you, including, but not limited to, your failure to comply with any instructions given to you EW.

8. On termination of services EW will retrieve the CPE from the property.
  - a. If CPE is missing or unable to be retrieved the customer's account will be billed for the cost of the CPE.
9. You shall be liable for any loss (including by fire) or theft of, or damage however caused to, the CPE during your EW service.
  - a. It is the accounts holder's responsibility to arrange insurance cover if required to cover loss of CPE.
10. EW shall not be liable to you for any loss or damage arising out of any loss of data from a failure to access the network.