

Evolution Networks Limited CPE Terms and Conditions

Customer Premise Equipment or CPE means the equipment supplied to you by Evolution Networks Limited into which the Evolution service terminates at your premises.

Ownership of the CPE will at all times remain with Evolution and you must not:

- sell, lease, dispose of, lend or otherwise part with possession of, or modify in any way, the CPE;
- use the CPE for any purpose other than receiving Evolution services in accordance with the relevant Evolution Service terms and conditions;
- do any other act which may adversely affect or prejudice the ownership of the CPE in any way.

We will install the CPE at your address as provided to us. 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.

The CPE is configured to work only with Evolution services. You may not use it to obtain broadband services provided by other Internet service providers. Use of the CPE may be impaired when you upload or download data using your broadband at the same time as trying to make a telephone call using VoIP.

Evolution 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, without limitation, the location of the CPE in your premises, the layout of your premises, the materials used in the construction of your premises, the distances between the CPE and any wireless device that you use with the CPE and any interference with radio signals that may arise in your premises.

We may automatically upgrade the software in the CPE through a download via the Internet. You will need to permit access to the CPE for such downloads to keep your CPE up-to-date.

Evolution is not responsible for the reliability or availability of your wireless network and is unable to provide you with support in this regard, Evolution strongly recommends the use of a WPA key to avoid unauthorised users accessing the network. Evolution is not liable for any loss suffered by you as a result of unauthorised access to your wireless network.

If you have a fault with the CPE please contact us. All claims in relation to the CPE are covered by the warranty, if any, offered by the manufacturer. We 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 by Evolution. In the event that the CPE is faulty, we shall replace or repair such defective CPE at our option provided that such fault is not caused by your failure to keep the CPE safe.

You must immediately return the CPE to Evolution on termination or cancellation of the relevant Evolution Services Agreement. If you fail to return the CPE in accordance with this clause we may require you to pay to Evolution on demand an amount of \$250 or such other amount as determined by Evolution.

You shall be liable for any loss (including by fire) or theft of, or damage however caused to, the CPE modem during the currency of your Evolution services agreement. It is your responsibility to effect insurance cover, if you elect to do so, against potential liability under this clause.

Evolution has the right at any time during the currency of this agreement to enter your premises in order to maintain, replace or repossess the CPE or where Evolution has reasonable grounds to believe that you are not complying with your obligations under any Evolution Services agreement. Evolution will always provide reasonable notice of the above.

Evolution may at any time in its absolute discretion require that you exchange any CPE for any new equipment provided or specified by Evolution in order for Evolution to continue to provide the service to you.

We shall not be liable to you for any loss or damage arising out of any loss of data.