

Micromet Irrigation Management

SERVICE DESCRIPTION

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1. ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Micromet Irrigation Management Service.
- (b) The agreement is made up of:
 - (i) *your application*,
 - (ii) *Micromet Business terms*,
 - (iii) *this service description* and
 - (iv) *the standard pricing table*
- (c) *You* may obtain a copy of the latest version of the *Micromet Business terms, service description* and *standard pricing* from *us*.
- (d) Where *you* may be charged a fee or charge, then this fee or charge is set out in the *standard pricing*. Please check the *standard pricing* carefully to see what fees and charges apply to *your* use of the *service*.
- (e) The meaning of the words printed *like this* is set out at the end of this *service description* or in the *Micromet Business terms*.

2. THE SERVICE

2.1 What is the service?

- (a) The *service* allows you to:
- (i) Receive automatic irrigation management based on real time weather conditions and a computer maintained model of the condition at your site (if *evapotranspiration* (ET) control has been selected),
 - (ii) Receive rain halts if rain is detected by *Micromet* weatherstations or data from other sources which may be used by *Micromet*.
 - (iii) Manually override the micromet controller at your site by up to 6 hours using the *MAMS* pushbutton on the *Micromet Device*, and
 - (iv) Manually control your site using *Micromet's* web (internet) interface (if you have registered for this service),
 - (v) View and print out reports (various) of your sites operation,
 - (vi) Schedule irrigation nights up to two weeks in advance,
 - (vii) Schedule "Do Not irrigate" nights up to two weeks in advance.
 - (viii) subject to clause 2.1(b), use a range of *value added service features*.
 - (ix) Receive *Fault Notifications* via SMS or email(as specified by you) if the *Micromet* device supports this feature

- (x) *Irrigate to a budget* if this feature is selected by *you*. This feature allows you to select the maximum amount of water you wish to apply over the irrigation season. Micromet has created a water use profile for the season and will not irrigate if the water used will exceed the amount specified by the profile. This means that you can allocate budgets in times of restrictions with certainty.
- (xi) Select allowable irrigate days. Eg It may be that some days you do not wish to allow an irrigation to occur – say Fri and Sat because of vandalism should the sprinklers come on in a popular park.
- (b) *We* do not activate all *value added service features* when *you* connect to the *service*.
- (c) *We* will provide an initial site survey and installation at a cost as specified in *our* pricing schedule.
- (d) *We* will provide a “*site sheet*” specifying the start time and run times for the irrigation controller. *We* may charge a fee to update the “*site sheet*” if you wish to change the site operation so that the “*site sheet*” becomes out of date.

2.2 Who supplies the *service*?

Micromet Pty Limited (ABN 73 074 175 401) supplies the *service* to you.

2.3 Coverage

- (a) The *service* is not available in all areas of Australia. You may obtain coverage maps showing where the *service* is available in Australia from us.
- (b) In areas that the *service* is available, it is technically impracticable for us to guarantee that:
 - (i) the *service* is available in each place within an area where there is coverage,
 - (ii) ‘drop-outs’ will not occur during transmission.
- (c) Certain *value added service features* are only available in specific network coverage areas.

3. YOUR OBLIGATIONS

3.1 What do you need to do?

Micromet service does not replace *your* irrigation grounds maintenance or controller maintenance. *Micromet service* is a tool to allow *you* to irrigate more efficiently. *You* need to ensure the irrigation controller is maintained and setup correctly and report any changes to *us* as soon as possible so that *our* computer model is operating using correct information. *You* need to regularly check :-

- (a) the irrigation controller has the clock set correctly
- (b) the irrigation controller has the program start and run times set as per the “*site sheet*” provided by Micromet.
- (c) The irrigation controller is working correctly and all sprinklers/heads work correctly.
- (d) The *micromet device* is connected and powered.
- (e) To discuss with us any problems, particularly at the initial stages, so that the *micromet service* can be “fine tuned” to optimal operation.

4. SERVICE CHARGES

4.1 What does the cost of the *service* depend on?

The cost of the *service* depends on:

- (a) the *pricing plan* you select,
- (b) *your* use of the *service* (including, for example, number of manual operations, changes requiring *site sheet* updates, operator assisted scheduling/operations, call outs which are not the result of a failure of our equipment, and *your* use of any *value added service features*), and
- (c) any changes *you* make to *your pricing plan*, the *value added service features* *you* use or acquire and if *you* accept the terms of a *special*.

4.2 Can you change your *pricing plan*?

You may change *pricing plan*:

- (a) if *your* current *pricing plan* allows *you* to change, and
- (b) if *you* meet the eligibility criteria of the *pricing plan* to which *you* are wanting to change (for example, if *you* are changing from a *pricing plan* with lower charges to a *pricing plan* where there are higher charges that *you* meet the credit requirements of the *pricing plan* with higher charges).

5. CANCELLATION FEES

5.1 What is the *cancellation fee* based on?

The *cancellation fee* is based on:

- (a) the *maximum cancellation fee*,
- (b) the *minimum term* of the *agreement*, and
- (c) when *you* cancel the *agreement*.

5.2 *Cancellation fees as a percentage of Maximum cancellation fee*

Cancellation Fees (percentage of Maximum cancellation fee)

Minimum term of the agreement	Time of cancellation (number of months after the service start date)	Cancellation fee payable (percentage of the maximum cancellation fee)
12	0 to 6	100
12	7 to 9	70
12	10 to 12	40
24	0 to 12	100
24	13 to 15	80
24	16 to 20	40
24	21 to 24	20
36	0 to 18	100
36	19 to 24	80
36	25 to 30	40
36	31 to 36	20
48	0 to 24	100
48	25 to 36	80
48	37 to 42	40
48	43 to 48	20
60	0 to 30	100
60	31 to 45	80
60	46 to 53	40
60	54 to 60	20

6. SIM CARD (Micromet service requiring a SIM Card)

6.1 What do I need to connect to the service?

- (a) To be able to connect to the *service*, you need a *SIM card*.
- (b) If *you* do not already have a *SIM card* for use with the *service*, we will give you a *SIM card*. You may have an *SIM card* if *you* have previously used a Micromet *service*.

6.2 Who owns the SIM card?

- (a) We own the *SIM card* and it remains *our* property at all times.
- (b) We may request that *you* return the *SIM card* if we issue *you* with a replacement *SIM card* or we no longer supply the *service* to *you*.
- (c) *You* must not interfere with or impair the operation of the *SIM card*.

6.3 What do you do if your SIM card is lost or stolen?

- (a) We are not responsible for any lost or stolen *SIM cards*.
- (b) *You* must notify *us* as soon as possible if the *SIM card* we have given *you* is lost or stolen and we will bar operation, and suspend the *service*.

6.4 Replacing the SIM card

Unless *you* are otherwise in breach of the *agreement*, we will replace the *SIM card* (including where *your Micromet Device* has been lost or stolen or the *SIM card* has been damaged), and may charge a replacement fee.

7. YOUR MICROMET DEVICE

7.1 Provision of the *micromet device*

You may obtain a micromet device from us for use with the service under a micromet equipment payment plan or you may choose to use a micromet device you have or have obtained from a third party.

7.2 Your responsibilities in relation to your *micromet device*

- (a) Unless you obtain the *micromet device* from us for use with the service, we make no warranty under the agreement:
 - (i) that the *micromet device* is suitable for use in connection with the service or any value added service features, or
 - (ii) about the quality of the *micromet device*.
- (b) Unless you obtain the *micromet device* from us for use with the service, you are responsible for making sure that:
 - (i) all regulatory approvals for your *micromet device* have been obtained, and
 - (ii) your *micromet device* complies with all relevant technical regulations and specifications at all times.
- (c) You are responsible for the maintenance of your *micromet device*.

7.3 What can we do if your *micromet device* is faulty or interferes with the service?

If your micromet device appears to be faulty or interferes with the service, we are entitled to require you to:

- (a) provide your *micromet device* for us to inspect, and/or
- (b) cease using that *micromet device* until the problem has been corrected.

8. LOST OR STOLEN *MICROMET DEVICE*

8.1 What should *you* do if *your Micromet Device* is lost or stolen?

- (a) If *your micromet device* is lost or stolen, *you* may contact *us* to request:
 - (i) Incoming and outgoing data be temporarily barred, and/or
 - (ii) If *you* are on a *non fixed-length agreement* only, that the *service* be suspended, in which case clause 10 below applies
- (b) If the *micromet device* is owned by *Micromet* then *you* will be charged the replacement cost of the *micromet device*

8.2 What charges will *you* incur when there is a bar on calls?

You will continue to be charged *your access fee* whilst the bar is in place.

If *you* find *your micromet device* or it is returned to *you*, *you* will need to call *us* to request:

- (a) incoming and outgoing data calls be unbarred,
- (b) the *service* be reactivated.

8.3 In what other circumstances could *we* block *your micromet device*?

- (a) If *you* obtain a *micromet device* that *we* reasonably believe is lost or stolen, *we* may bar all calls on *your micromet device* without *your* consent, even if *you* are not aware it is stolen.

9. ACCESS RESTRICTIONS

9.1 Barring of calls made from the *micromet device*

At *your* request *we* can bar certain calls made from the *micromet device*

10. TEMPORARY SUSPENSION OF THE *SERVICE BY YOU*

10.1 Can you temporarily suspend the *service*?

If the *agreement* is a *non fixed-length agreement*, we may temporarily suspend the *service* at *your* request.

10.2 Will you be charged a fee for temporarily suspending the *service*?

We may charge *you* a fee for temporarily suspending the *service*.

10.3 Will you have to pay *access fees* whilst the *service* is temporarily suspended?

You will not have to pay *access fees* whilst the *service* is temporarily suspended.

10.4 For how long can *we* temporarily suspend the *service*?

- (a) The maximum length of time the *service* can be temporarily suspended is three months.
- (b) If *you* wish to extend the temporary suspension for longer than three months, *you* must contact *us* before the end of the three month period or *we* may reactivate or *cancel* the *service*.
- (c) *We* are entitled to refuse to extend the temporary suspension beyond the three month period.

11. BARRING AS AN ALTERNATIVE TO SUSPENSION

- (a) *We* may choose to bar outgoing and/or incoming calls and/or *content* on your *micromet device*, instead of suspending the *service*.
- (b) If *we* bar outgoing and/or incoming calls and/or *content* on your *micromet device*, we may later suspend or *cancel* the *service* for the same or a different reason

12. SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

- (a) the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and
- (b) *we* do not exercise any control over, authorise or make any warranty regarding:
 - (i) *your* right or ability to use, access or transmit any *content* using the *service*,
 - (ii) the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*,
 - (iii) the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software, and
 - (iv) any charges which a third party may impose on *you* in connection with *your* use of their services accessed via the *service*.

13. WHAT DO TERMS IN THE *AGREEMENT* MEAN?

access fee means the fixed payment for access to the *service* payable on a regular basis (often monthly). The *access fee* is payable regardless of the actual usage of the *service*. A minimum monthly charge and minimum monthly service charge are also *access fees*.

agreement means the terms and conditions on which *we* supply the *service* to *you*.

application means the part of the *agreement* which is the written or verbal application *you* complete to request that *we* supply the *service* to *you*.

cancellation fee means the cancellation fee or termination charge which may be payable on *cancellation of the service*. Unless otherwise indicated in the *service description*, any *cancellation fee* payable is set out in the *standard pricing table*.

Evapotranspiration (ET) means the amount of water removed from the ground in the plants root zone by the plant due to transpiration. It is usually a function mainly of temperature and solar radiation.

equipment term means the period of time *you* have to pay us the *equipment charges* for any *micromet device* *you* purchase from *us* under the *micromet equipment payment plan*.

maximum cancellation fee is the *cancellation fee* set out in each *pricing plan*.

MAMS is the manual override function provided on some *micromet devices*. It consists of a pushbutton and 6 LEDS. Each LED when illuminated represents 1 hour of override (forced enable of the irrigation controller). Successive pushes of the pushbutton add/subtract hours of override.

micromet device includes, without limitation, a micromet device.

micromet equipment payment plan means the payment plan agreed to purchase the micromet device from micromet.

micromet service is specified in clause 2.1

minimum term means the period of time for which *you* have agreed to receive the *service* under a *fixed-length agreement*. The *minimum term* begins on the *service start date* and runs for the period of time stated on the *application*, unless otherwise set out in the *agreement*.

SIM card is *our* subscriber identity module (SIM) card which when inserted into *micromet devices* gives *you* access to the *service* on *our network*.

our network means the *network* used to supply the *service* to *you* being *the* digital GSM cellular mobile *network* and /or *our GPRS network* and/or *3G network* (as the case may be) or paging service micromet chooses to use.

Service is specified in clause 2.1.

Service description is this document.

Site sheet is a sheet provided by us and located at your site showing the expected irrigation controller start times and run times for each station.

standard pricing table means the part of the *agreement* entitled '*standard pricing table*', which is *our* standard rate plan, pricing and charges list for *business customers* for the *service*.

telecommand is an automated dial-in service provided by *Micromet*. It allows *you* to dial-in using a standard mobile or land-line to transmit an enable or disable command to any of *your* sites registered with *Micromet*.

you means the person who fills out the *application* (and ***your*** and ***yours*** is to be construed accordingly). Only one person may fill out the *application*.

we means the *Micromet group company* specified in the *service description* as supplying the *service* (and ***us*** and ***ours*** is to be construed accordingly).

value added service features are the additional features *you* may obtain with the *service*.

CONTACT DETAILS	
Customer Service	By phone – 1300 130 425 On the Internet – http://www.micrometonline.com/ (Contact Us)