

HaleNET
Australian Broadband Guarantee
Application form



Australian Government

**Department of Communications,
Information Technology and the Arts**

Australian Broadband Guarantee is an Australian Government initiative
For information about the ABG program please visit <http://www.dcita.gov.au>

For assistance filling in the form please contact HaleNET
By Phone (07) 46814999
By email admin@halenet.com.au

HaleNET Broadband Guarantee Application Form

Reference

ACCOUNT HOLDER DETAILS

Title	First	Last	Date of Birth	/	/
Telephone (B/H)	()	Telephone (A/H)	()	Mobile	
Fax	()	Email			
Username		Alternate Username		Password	

SMALL BUSINESS/INDIGENOUS COMMUNITY COUNCIL

<input type="checkbox"/> Small Business	<input type="checkbox"/> Indigenous Community Council	Number of Full Time Employees	Number of public access points
Organisation Name			
ABN	ACN	GST Exempt	<input type="checkbox"/> Yes <input type="checkbox"/> No

Organisation Contact Details

Title	First	Last	Position
Telephone (B/H)	()	Telephone (A/H)	()
Fax	()	Email	

ADDRESS DETAILS

Service Address: This is the Physical Address of where the Broadband Guarantee Service will be Installed

Service Address	
Locality/Suburb	State Post Code

Postal Address: This is the Address that all mail correspondence will be sent As Above

Postal Address	
Locality/Suburb	State Post Code

Physical Address: This is the address of your organization or where you reside As Above

Physical Address	
Locality/Suburb	State Post Code

CREDIT CARD AUTHORIZATION (IF APPLICABLE)

Name	Card Number	Expiry	/
Signature	Date	/	/

By signing this agreement I authorize HaleNET to debit my credit card with all charges

EXISTING INTERNET STATUS

Have you (or a Provider on your behalf) used the Broadband Service Locator available at <http://bcoms.dcita.gov.au/CAOSL/Welcome.do> to check whether you can receive a terrestrial Metro-Comparable Broadband Service or whether terrestrial services are due to become available under the Broadband Connect Infrastructure Program? No Yes *if yes, test result:* _____

Have you or your organization previously received a HIBIS, Broadband Connect, Metro Broadband Connect or Program Service at the 'Program Service Address' nominated above? No Yes *if yes, do you still receive the service* No Yes

OFFICE USE ONLY

Service	<input type="checkbox"/> 256/64	<input type="checkbox"/> 512/128	<input type="checkbox"/> 0.5GB	<input type="checkbox"/> 1GB	<input type="checkbox"/> 3GB	<input type="checkbox"/> 5GB	<input type="checkbox"/> 10GB
Reference Number		<input type="checkbox"/> Wireless	<input type="checkbox"/> Satellite	<input type="checkbox"/> FTTH			
Request Date	/	/	Connection Date	/	/	Claim Date	/
<input type="checkbox"/> Connection Fee \$	<input type="checkbox"/> Modem/Router \$	<input type="checkbox"/> Installation Fee \$	<input type="checkbox"/> Other \$				

DISCLAIMER AND SIGNATURE

I attest that, to the best of my knowledge:

- The personal information I have provided is true and accurate; and
- I, and the premises at which I require the Australian Broadband Guarantee Service, are eligible under the Transition Program and I have made such inquiries as outlined above and as are reasonable to confirm this
- That I have been properly informed by the Provider as to my rights and obligations under the Australian Broadband Guarantee Program.

I agree to:

- DCITA making inquiries as necessary with any organization or individual to verify any information I have provided;
- My service provider making available to DCITA any information concerning my application and participation in the Transition Program; and
- DCITA, as well as other Government agencies and/or my service provider using my personal information for the purposes of Program administration, evaluation, related policy development and other related functions.

I understand that:

- In addition, I may be required to provide further documentation in order to substantiate my attestation;
- I may be asked to participate in Program evaluation activities; and
- It is a criminal offence under the *Crimes Act 1914* (Cth) to deliberately make false or misleading statements, with penalties potentially including imprisonment.

Signature	Date	/	/
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Printed Full Name

Supplement to Application Information ATTESTATION

To be eligible for an Australian Broadband Guarantee (ABG), you must be an 'Eligible customer' (as defined under the AGB Guidelines); applying for an ABG Service at Eligible Premises (as defined) in an ABG eligible area of regional Australia

Please provide answers to the following questions:

<p>1. Have you (or a Service Provider) used the Broadband Service Locator available at http://bcoms.dcita.gov.au/CAOSL/Welcome.do to check whether you can receive a terrestrial Metro-Comparable Broadband Service or whether terrestrial services are due to become available under the Broadband Connect Infrastructure Program? <i>YES, I Have / Yes My Provider has : _____</i> <i>If Yes did the ISP's on the list advise whether a terrestrial Metro-Comparable Service could be provided at the premises? Yes / No</i></p>	<p>YES / NO ID Number</p>
<p>2. Have you or your organization previously received a HiBIS, Broadband Connect, Metro Broadband Connect or Program Service at the "Program Service Address" listed on the Application Form? If you have received such a service, do you still receive the service? Yes / No If you no longer receive the service you are only eligible to receive an ABG Service to replace the service if you have lost it due to circumstances beyond your control. Please explain Circumstances _____</p>	<p>YES / NO</p>
<p>3. Are you or your organization applying for a second service? You are entitled to a second service if your Premises is used as both residential and small business. (see section 2.1.1.3 and 2.6 of the program guidelines on eligibility in relation to a second service) Provide name of previous Provider _____</p>	<p>YES / NO</p>
<p>4. Please Indicate the REGISTERED ABG Provider you have chosen to supply an ABG Service to your premises. Company Name _____ Primary Contact you have dealt with _____ Expected date of connection _____</p>	<p>Provider Name</p>
<p>5. Is ADSL available at your premises?</p>	<p>YES / NO</p>

I attest that, to the best of my knowledge:

- The personal information I have provided is true and accurate; and
- I, and the premises at which I require the ABG service, are eligible under the program and I have made such inquiries as are reasonable to confirm this.

I agree to:

- DCITA making inquiries as necessary with any organization or individual to verify any information I have provided;
- My service provider making available to DCITA any information concerning my application and participation in Broadband Connect; and
- DCITA, as well as other Government agencies and/or my service provider using my personal information for the purposes of program administration, evaluation, related policy development and other related functions.

I understand that:

- I may be required to provide documents to substantiate my attestation;
- I may be asked to participate in Broadband Connect evaluation activities; and
- It is a **criminal offence** under the Crimes Act 1914 (Cth) to deliberately make false or misleading statements, with penalties potentially including imprisonment.

Signed by the Customer:..... Date: .../.../....

Printed Full Name:.....

Australian Broadband Guarantee (Transitional Period) Program

Terms and Conditions for each service

Definition:

The "Client" refers to any person or entity identified as such on the HaleNET Internet Access Account Application Form. The term "CPE" refers to customer premises equipment connected past the network boundary point (RJ45 ethernet cable socket). Eg: stand alone routers / firewalls. The term "NPE" refers to network premise equipment. Equipment installed at the customers premises, before the network boundary point. Eg: wireless network unit or optical termination unit.

Clients Rights to Access to HaleNET's Internet Service

HaleNET shall supply the Service to the Client by such means as HaleNET decides from time to time. The Service is not fault free and the Customer shall be entitled only to the quality of service provided by HaleNET and the Australian Broadband Guarantee (transition period) Program (ABG) service standard. HaleNET will provide customers with full information about the service as required by ABG.

HaleNET offers Client access to the Internet. The Client acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by HaleNET or any of its affiliates, and that it is a separate network of computers independent of HaleNET. Client's use of the Internet is solely at the Client's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond HaleNET's authority and control.

The minimum service speeds will be at least 60% of the nominated peak download and upload speed at least 75% of the time as measured according to the prescribed ABG testing schedule.

HaleNET agrees to participate in the ABG performance reporting regime required by DCITA for the life of the contract; except where exceptional circumstances apply (as agreed by DCITA) and agreement is reached with the customer to provide the service at a lower average data speed level.

HaleNET's Exclusion from Liability

The Client shall indemnify HaleNET, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this agreement.

While all reasonable care will be taken in the provision of the Internet Service, HaleNET shall not incur any liability with respect to any loss or damage incurred by the Client due to any inaccuracy or error in or omission from any part of the Service. The Client specifically indemnifies HaleNET in respect to any loss or damage in respect to the use of the Client's Internet account.

The Client shall not use, or permit another party to use the Service for any illegal purpose, or the sending to any person any messages, electronic mail or any other form of communication which is offensive or abusive or of an indecent, obscene or menacing character or for persistently sending messages without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

It is the Client's responsibility to maintain strict confidentiality of passwords or other confidential information relating to the Service.

The Client must comply with instructions concerning access to the Service given by HaleNET from time to time.

Liability of Customer for Charges

Payment for all Residential Service Plans are monthly and in advance. A valid credit card must be supplied and authorisation must be given to debit the nominated credit card with any fees, including: connection fees, monthly fees, early termination fees and any other requested service configuration fees. By signing this application Clients are authorising HaleNET to deduct any fees from the nominated credit card. Any prepayment for access to the Service is non-refundable.

The cost of all phone calls is the Customer's responsibility and any charges are as per the agreement between the Customer and their telecommunication company.

HaleNET will not alter ABG Service charges without prior approval from the Department of Communications, Information Technology and the Arts (DCITA). Any such changes will not result in a rate that is above the 3 year rate approved by DCITA when registering the AGB Service. HaleNET will give at least fourteen (14) days notice of any changes to this Agreement.

The Client shall pay all applicable charges to the Service Provider within seven (7) days of invoice by the Service Provider except the initial registration fee which is payable along with the submission of a completed HaleNET Internet Access Application Form.

Changes to this Agreement may be made by any document, including email.

HaleNET may cancel or suspend access to the service if the Customer fails to perform or observe any of the provisions of the agreement. This includes failure to pay any due sum, or if HaleNET is of the opinion the Client has or may use the Service for any unlawful Purpose, or in a manner that may jeopardise the security or interface in the proper operation of any part of the service.

Termination of Internet Access Account by Customer

The Client may terminate this Agreement at any time by giving fourteen (14) days written notice to HaleNET. All outstanding access charges shall become immediately payable on giving of such notice and in no circumstances shall the Customer be entitled to any refund of payments made under this Agreement.

By signing the HaleNET ABG Broadband Customer Contract customers undertake to pay for the remainder of their contract period if:

Client Signature

Printed Full Name.....

Australian Broadband Guarantee (Transitional Period) Program

Terms and Conditions for each service

1. Customers disconnect prior to the end of their contract.
2. are disconnected due to non payment; or
3. are disconnected due to breaches of the terms and conditions.

Upon termination of this agreement HaleNET reserves the right to recover from the customer's premises any or all parts of the HaleNET NPE (network premises equipment). The Client will be responsible for any rehabilitation at the Client's premises. The ownership of all the NPE equipment installed at the Customer's premises by HaleNET remains with HaleNET at all times, unless otherwise agreed at the time of installation.

Term

The minimum term for any HaleNET Broadband service will be negotiated at the time of application. The maximum term will be 18 months. Where customers choose to apply on the basis of a 1 month trial, customers MUST notify HaleNET, in writing (email or fax) prior to the end of the 30 day trial that they wish to terminate the service or it will be assumed that the customer wishes to continue for the agreed contract period.

ABG services will be offered for a three year term from the date that HaleNET first provides the service to the customer. HaleNET will provide a free 24 hour fault reporting service, and helpdesk will be staffed from 8am to 9pm daily. HaleNET will endeavour to repair faults within 24 hours (during business hours), but complex faults may take up to 5 days to repair.

Where customers disconnect prior to the end of their contract, are disconnected due to non payment or breaches of the terms and conditions, customers must undertake to pay the remainder of the contract period. Upon termination, HaleNET reserves the right to recover parts of the HaleNET NPE from the premises. Ownership of all NPE installed at the premises by HaleNET remains with HaleNET at all times, unless otherwise agreed at time of installation.

Broadband Service Description – Terms of Use

The Broadband service must not be resold or made available to any person or end user of the public via any means unless permission is given in writing from HaleNET. The service is provided for the contracted Client and their immediate dependants or employees at the address supplied on the application form. All unlimited plans are subject to fair use policy.

By signing the HaleNET ABG Broadband Customer Contract, customers understand that where the HaleNET broadband solution is provided via wireless Internet connectivity it requires direct radio line of sight, and that any obstruction between the HaleNET wireless POP and the antenna will probably block the signal.

HaleNET's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by HaleNET to be inappropriate or improper such as bulk e-mail messages. Email spamming will NOT be tolerated under any circumstances, the definition of spam being at the sole discretion of HaleNET.

HaleNET may cancel or suspend access to the Service if the Customer fails to observe or perform any of the provisions of the Agreement. This includes failure to pay any due sum payable under this Agreement, or if HaleNET is of the opinion that the Client has or may use the Service for any unlawful or improper purpose or in a manner that may jeopardise the security or interface in the proper operation of any part of the Service.

Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labour disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, HaleNET does not guarantee continuous or uninterrupted service. However, HaleNET will make its ABG service available at least 99% of the time. In the case of scheduled outages, HaleNET will notify clients in advance by their default email address.

The Client shall indemnify HaleNET and its directors, officers, employees and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

HaleNET reserves the right to, from time to time, monitor Client's activity. Upon the occurrence of a default by Client of any provision hereunder, HaleNET reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client there under.

This Agreement is deemed to be entered into the State of Queensland and the parties agree that any dispute arising under this Agreement shall have its venue in Queensland, and any such dispute shall be governed by and constructed in accordance with the laws of the State of Queensland.

HaleNET Internet Services will not modify any terms and conditions without prior written approval from DCITA. Upon modification of terms and conditions, a written notice will be published on HaleNET's website. Continued use of the service after such notice shall constitute acceptance of the modification of this Agreement implied in fact.

Terms

ADSL stands for Asynchronous Digital Subscriber Line. This service uses a client's phone line to deliver the broadband connection and is only available within 4km of an ADSL enabled exchange, where the Client has a copper telephone line all the way from the exchange. A line test is required to be completed prior to acceptance of the ASDL application.

Broadband is any connection with a minimum 256 kbps downstream and a minimum 64 kbps upstream line speed.

CPE: Customer Premises Equipment

Megabyte (MB): Is a measure of data storage. It is 1,048,576 bytes or 1,024 kilobytes of data. For billing purposes it will be considered to be 1,000,000 bytes or 1000 kilobytes.

NPE: Network Premises Equipment

Client Signature

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Printed Full Name.....