

HaleNET Terms and Conditions

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.

Client 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 HiBIS service standard. HaleNET will provide customers with full information about the service as required by HiBIS.

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 HiBIS testing schedule.

HaleNET agrees to participate in the HiBIS 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 Clients Internet account.

The Client shall not use, nor 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 pre-payment 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 telecommunications company.

HaleNET will not alter HiBIS 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 HiBIS 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.

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 HiBIS Broadband Customer Contract customers undertake to pay for the remainder of their contract period if:

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 premises any or all parts of the HaleNET NPE (network premises equipment). The client will be responsible for any rehabilitation at the clients premises. The ownership of all the NPE equipment installed at the customers 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 that negotiated at the time of the application. The maximum term will be 18 months. Customers can migrate between different HiBIS services within the same technology platform at no cost and are entitled to return to their original service.

Where customers choose to apply on the basis of 1 month trial, customers MUST notify HaleNET prior to the end of the 30 day trial that they wish to terminate the service in writing (email or fax) or it will be assumed that customer wish to commit to the period agreed at the time of the application.

HiBIS services will be offered for three years from the date that HaleNET first provides the HiBIS service to the customer.

HaleNET will provide a free 24-hour fault reporting service and the Help desk will be staffed from 7am to 9pm, 7 days a week. HaleNET will endeavour to repair faults within 24 hours, but complex faults may take up to 5 days to repair.

Connection of the Wireless service will be no more than 14 days after HaleNET has received the customer's signed contract, subject to successful site survey.

Connection of the Cable service will be no more than 14 days subject to cable availability.

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.

By signing the HaleNET HiBIS Broadband Customer Contract customers understand that were 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, 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 HiBIS service available at least 99 per cent 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 Clients 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 it's 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 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 clients phone line to deliver the broadband connection and is only available within 4 km 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 ADSL application. **Broadband** is any connection with a minimum 256 kbps downstream and a minimum 64 kbps upstream line speed. **CPE**. Customer Premises Equipment.

Optical Internet requires the installation of new optical fibre cables to the clients premises. This delivery method is the optimal delivery method. Optical internet will support convergence of voice, video and data.

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 kilobyte

NPE. Network Premises Equipment. **Wireless Internet** requires the installation of an antenna on your premises. This antenna will be aligned to point to one of our Wireless Base stations. This service does not require any phone line. A wireless site survey is required prior to acceptance.