

HIGHWAY INTERNET SERVICES PTY LTD – ABN 14 088 130 269

PO Box 461, Mudgee NSW 2850 ~ Ph: 02 63723645 ~ Fax: 02 63720963

HIGHWAY ADSL APPLICATION FORM**YOUR DETAILS**

Name: _____

Address of installation*: _____

City/Town: _____ State: _____ Postcode: _____

Phone: _____ Mobile: _____ Email: _____

CONNECTION DETAILS

Phone number to attach the ADSL service to:

Highway Email Address:

_____ @hwy.com.au

Password: (lowercase, **MAX 8 characters**)

* Existing clients, please insert current email. New clients,

insert preferred username, **MAX 8 CHARACTERS****METERED ADSL1 PLANS** – Excess charges apply when data quota is exceeded.

256K/64K Metered	1500K/256K Metered	8000K/384K Metered
200Mb @ \$29.50/mth * 500Mb @ \$39.05/mth 1Gb @ \$41.80/mth 3Gb @ \$44/mth 5Gb @ \$46.75/mth	3Gb @ \$46.75/mth - excess capped & shaped at 5Gb (excess @ 2.2cts/Mb)	3Gb @ \$59.95/mth - excess capped & shaped at 5Gb (excess @ 2.2cts/Mb)
<i>* 256K plans excess data charged @ 8.8cts/Mb with an excess cap of \$53. Service speed may be reduced to 72 kbps in both directions if usage exceeds 10GB of data. 200Mb plan is not recommended for streaming downloads; eg. Skype, webcam, you tube etc. 1500K & 8000K Metered plans excess charges @ 2.2cts/Mb</i>		

SHAPED ADSL1 PLANS - Unlimited data. No excess charges apply. Connection is slowed to 128K once shaped quota is reached.

256K/64K Shaped	1500K/256K Shaped	8000K/384K Shaped
Shaped @ 500Mb \$41.80/mth Shaped @ 1Gb \$44/mth Shaped @ 3Gb \$45.65/mth Shaped @ 5Gb \$47.30/mth Shaped @ 10Gb \$52.25/mth Shaped @ 20Gb \$57.20/mth	Shaped @ 3Gb \$48.40/mth Shaped @ 5Gb \$53.90/mth	Shaped @ 5Gb \$65.45/mth Shaped @ 15Gb \$70.95/mth Shaped @ 25Gb \$76.45/mth Shaped @ 50Gb \$86.35/mth Shaped @ 100Gb \$106.70/mth

ADSL2 20Mb/1Mb (subject to availability)

3Gb @ \$59.95/mth - excess capped & shaped at 5Gb (excess @ 2.2cts/Mb)

Unlimited shaped @ 5Gb \$65.45

Unlimited shaped @ 15Gb \$70.95

Unlimited shaped @ 25Gb \$76.45

Unlimited shaped @ 50Gb \$86.35

Unlimited shaped @ 200Gb \$99 *

ADSL CONNECTION OPTIONS

New Connection Fee (ADSL1 / ADSL2)	\$99
Change to ADSL data limit	\$22
Change to ADSL link speed	\$33
Upgrade to ADSL2	\$44

ADSL MODEM/ROUTER OPTIONS

Your computer's Operating System: Windows / MAC - Operating system version: _____

ADSL 4 port modem/router (connects up to 4 computers. NB: PC must have ethernet/network port installed)	\$69
ADSL single port modem (connects 1 computer. NB: PC must have ethernet/network port installed)	\$56
ADSL 4 port Wireless modem/router	\$125
Additional Line Filters x Qty _____ @ \$13 ea.	

For every phone connected to the same line as your ADSL modem, you will need a line filter. One line filter is included with each modem purchase; so if you have 2 phones connected to the same line as your ADSL modem, you will need to purchase 1 additional line filter.

SERVICE INFORMATION

- 200Mb plan - Excess downloads will be charged at 8.8cts/Mb with a maximum cap of \$53. Service speed may be reduced to 72 kbps in both directions if usage exceeds 10GB of data.
- Data usage is counted for downloaded and uploaded in both directions for total amount included.
- For 8Mb/384K & ADSL2 plans, speeds are theoretical network maximum speeds. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, customer premises interference, traffic and equipment.
- Free technical phone support provided.
- For disconnections within 6 months of initial sign-up, an early termination fee of \$75.90 will apply. As there is no minimum contract period (eg. 12 or 24mths), additional contract payout is not necessary.

PAYMENT METHOD – Credit Card payments ONLY.

Card Type: Visa Mastercard Bankcard

Card Number:

Cardholder Name: _____ Expiry Date: ____ / ____

Cardholder Signature: _____

I HEREBY AUTHORISE HIGHWAY INTERNET SERVICES TO CHARGE ALL SERVICE FEES TO MY CREDIT CARD (AS ABOVE) AND CONTINUE TO DO SO IN ACCORDANCE WITH THE TERMS & CONDITIONS.

MODEM DELIVERY *(Not applicable if in Mudjee as modem is collected from Hwy office.)*

Name: _____

Address: _____

City/Town: _____ State: _____ Postcode: _____

Highway uses Registered Post for delivering modems. P&H cost is \$15.

I verify that all the information supplied on this form is correct and true. I have read and understood the Terms and Conditions of this service and agree to abide by them. I authorise Highway Internet Services to charge all service fees as well as any additional charges incurred to the credit card supplied on my ADSL application.

Name: _____

Signature: _____

Date: _____

Highway Internet Services **Standard ADSL Supply Agreement / Terms and Conditions**

1. Information regarding this agreement.

Please read this Agreement carefully.

The supply of Services under this agreement are provided by Highway Internet Services ABN: 14 088 130 269 (in this agreement referred to as "our", "we", "us" or "Highway") Highway may use third party suppliers and contractors for the supply of services under this agreement. By using the Highway network you have indicated your acceptance of all the terms and conditions referred to in the Agreement.

2. Definitions & Interpretation

"Agreement" means this agreement for the provision of services by us to you and includes the completed Schedule whether executed contemporaneously or not.

"Charges" means the charges payable by you to us pursuant to this agreement including but not limited to, access, usage, Default Fees, interest and consulting fees.

"Default Fees" means all charges, cost and expenses we may incur in relation to a breach by you of your obligations to us

"Schedule" means the duly completed ADSL – Registration Form and the Additional Information Required for ADSL connections form.

"Service" means the supply of Asymmetrical Digital Subscriber Line access as described in this Agreement.

"GST" has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.

"Service Commencement Date" means the date that your service is activated by us as advised by us.

"Application Date" means the date your application is received by Highway either by online signup, fax or standard mail.

"Supply Period" is any 3 month period as described in section 4 of this Agreement

"Third Party Supplier" means a third party supplier used for the provision of services provided under this agreement.

3. Term of this agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party. If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

4. Term of Supply of Service

The Service supply term of this agreement is 30/31 days of the Service Commencement Date, at which time it will automatically renew month until you provide 30 days written notice requesting termination as provided. A termination notice must be received at least 31 days before the end of the Supply Period. Termination cannot be effected prior to the expiration of a Supply Period.

5. Termination

Should the Service be terminated within 6 months from the Service Commencement Date by any of the following actions:

Cancellation of the Service at your request
Relocation of the customer from the installed Service address
Disconnection or cancellation of the phone line that the Service is attached to.

You will be liable for an \$66.00 termination fee.

6. Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given :-

For ordinary mail, five days after dispatch.

For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

7. Our Obligations to you

In Accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide you with a Service to you and to provide the necessary information to access that Service.

Highway will use its best endeavours to ensure a continuous Service, however this is not guaranteed.

We will take care of any personal information you provide us, in accordance with the Privacy Act 2001.

While we will use our best endeavours to ensure the data you transfer will be received by the intended destination (including electronic mail) we cannot guarantee that it will reach the intended destination.

We will obtain and hold any necessary licenses required under law.

We will not be responsible for training you in the use of this Service.

8. Your obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes thereto.

You are responsible for all Telecommunications charges required for connecting to the Service.

You are responsible for providing and maintaining all necessary equipment for the connection to the Service, including but not limited to a Telstra telephone line, modem, and computer equipment.

You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly.

You will indemnify us in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

Should you terminate the Service prior to the expiration of a Supply Period you will immediately pay to us the Charges that would have been payable for the relevant Supply Period had the termination not occurred.

You agree that should you terminate your Service during a Supply Period that you will be liable for all Charges that would have been incurred until the end of the Supply Period.

You agree that we may use a Third Party Supplier for the provision of this Service.

You agree that you will not contact any of our Third Party Suppliers for any reason.

You agree that if you do contact one of our Third Party Suppliers that you will be liable for all costs imposed on us by our Third Party Supplier.

You acknowledge that our payment terms are 7 days, should your credit card not be able to be debited for any reason, you will be considered in default.

9. Service Description

The Service uses Asymmetrical Digital Subscriber Line technology.

Any transmission speeds referred to by us refer to the maximum theoretical speed achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different than the theoretical speeds. Speeds may vary for reasons which include but are not limited to: Third Party Supplier network congestion, Third Party Supplier line interference, Internet Congestion, and errors in the configuration of your equipment.

The Service is provided on an "as is" basis and we cannot guarantee the provision of the Service to you where the service is reliant on a Third Party Supplier.

You agree that only equipment certified by us, as listed and updated on our web site from time to time will be used with the Service.

You agree that any other telephony equipment used on the same line as the Service must be isolated from interference by the use of an ADSL line filter.

The service is only available as an overlay to existing copper local loop provided by Telstra. Should you cancel your telephone service provided by the local loop, the Service will also cease to function.

No service level guarantee is provided for this Residential Service. We will use our best endeavours to provide timely restoration of service, however no guarantee is provided.

The Service is only available on a Telstra copper local loop service.

Additional Telstra service features may interfere with the supply of Service. These include but are not limited to: security monitoring circuits, Call Diversion, Easy-Call Multiple Number, FaxStream Duet, Customer Loop Metering, InContact, Line Hunt, OnRamp, Payphone, Siteline, a PABX or a switchboard system.

Customers must direct all service and performance enquires to Highway's Helpdesk, and not to our Third Party Suppliers. Calls regarding the Service made to Third Party Suppliers will incur a \$55 charge to Highway, which will be invoiced to you by Highway and you agree to pay this fee along with a \$20 handling fee.

Data traveling both to and from the Service will be metered as part of the included usage and excess usage charges.

Should a fault be lodged with Telstra to check your ADSL service & Telstra then finds the fault to be caused by equipment or malfunctions at your end, Telstra will charge Hwy a callout fee which will then be billed to your Hwy account.

10. No Liability

Due to limitations provided on us by our Third Party Suppliers, there is no guarantee on the service to work and there is no timeframe for the restoration of a service should it fail.

The Service can only be provided on a "Qualified Pair" as described by our Third Party Supplier.

You warrant that the End User to whom Telstra supplies a standard telephone service is the same End User of this Service.

You acknowledge that the Installation of the Service may cause temporary disruption to the standard telephone service used in this application.

You agree to release and indemnify Highway and our Third Party Suppliers for any and all liability arising from the following:
Disruption in the delivery of your telephone service
Cancellation of the Service for any reason
Suspension of the provision of the service to particular Internet Protocol (IP) addresses.
Cancellation of, or refusal by our Third Party Supplier to provide services deemed by our Third Party Supplier to be incompatible with the provision of ADSL on the analogue line.

11. Interference with the Service

You agree that you will:

- Not interfere with normal operation of the service or any facility, or make either unsafe.
- Allow any Third Party Supplier or Highway safe access to the customer premises if required.

- Ensure that our Third Party Supplier or Highway are provided with sufficient and timely access to the customer premises to enable our Third Party Supplier or Highway to provide the service.

- If you do not have control or have access to the premises in with the service is delivered, you must:

- Procure for our Third Party Supplier and Highway all such access to the premises as may be required.

- Indemnify our Third Party Supplier and Highway against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

12. Acceptable Use Policy

If in any one month, your uploads exceed your downloads by a 4:1 ratio, you will be charged for the difference between uploads and downloads at a rate of 8.8cts per Mb.

You agree not to use your access for illegal purposes and to conduct yourself in a responsible and considerate manner, and acknowledge that cracking, hacking, crashing, spamming, transmission or storage of copyright infringing or any data which would contravene Australian laws relating to the production and distribution of pornographic material or distribution of virus is forbidden, as is unauthorised access to system areas and information on the Highway network or any systems connected to the Highway network

You agree to accept total responsibility for the content of files owned by you and stored on the Highway network, and also accept total responsibility for any data transferred or caused to be transferred across the Highway network

You agree that you will not send unsolicited bulk commercial e-mail via any method.

You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service.

You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access to the Service, and you agree not to disclose this to any other person.

You must notify us immediately if your username and/or password are lost or you think that someone may be using them. You will be responsible and liable for any unauthorized use of the Service.

You acknowledge that by default TCP/IP port number 25 (SMTP) will be blocked for incoming traffic. You also agree that Highway may block additional ports should we require so for network security or network efficiency.

13. Technical Support

Our Service includes free technical support for the installation and commissioning of Service. This support is only provided by Telephone and we are not able to provide free onsite visits. Site visits can be arranged by calling our Support Desk. Support will only be provided for single connections on a standard Windows system. Support for other operating systems or networks can be provided at an additional charge.

14. Highway IP Address Space

You agree that the IP addresses assigned under this agreement remain the property of Highway and that these may change from time to time.

15. Governing Law

The agreement will be governed by and construed in accordance with the law of the state of NSW.

16. Assignment

Highway may assign any or all of the rights and obligations on its part contained herein. You may not assign any of your rights or obligations hereto.

17. Information

You authorise Highway to make enquires as to your credit rating at any time and to report any delinquencies and any other information concerning you.

18. Amendment Highway may amend this agreement from time to time and will be available to view on our website, <http://hwy.com.au>. The amendment will take effect unless you notify us in writing of your objection. Any renewal in accordance with clause 4 subsequent to any amendment notice given by us will despite any objection by you will be on the amended terms. This Agreement can only be varied as provided in this clause or by agreement of both parties.