

**HIGHWAY INTERNET SERVICES PTY LTD – ABN 14 088 130 269**

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

**HIGHWAY WIRELESS INTERNET APPLICATION****YOUR DETAILS**

Name: \_\_\_\_\_

Address (not PO Box): \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**CONNECTION DETAILS**SIM No: (*Hwy use only*)

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**

\_\_\_\_\_

**MONTH TO MONTH CONTRACT PLANS - Excess Mbs @ 8.8cts/Mb**

Description	Monthly Data Included (uploads + downloads)	Monthly Charge (inc GST)
Wireless 1Gb	1Gb	\$26.40
Wireless 2Gb	2Gb	\$31.10
Wireless 3Gb	3Gb	\$35.20
Wireless 6Gb	6Gb	\$51.15

**24 MONTH CONTRACT PLANS – INCLUDES FREE MODEM. Excess Mbs @ 8.8cts/Mb**

Description	Monthly Data Included (uploads + downloads)	Monthly Charge (inc GST)
Wireless 1Gb	1Gb	\$31.35
Wireless 2Gb	2Gb	\$36.00
Wireless 3Gb	3Gb	\$40.15
Wireless 6Gb	6Gb	\$56.10

**ADDITIONAL CHARGES**

SIM ( <i>non-refundable</i> )	\$13.75
Modem – monthly contract	\$143
Modem – 24mth contract	FREE
Plan Change fee (data upgrades/downgrades)	\$11

**EARLY CANCELLATION FEES – if service is cancelled within 24mth contract period**

Up to 6 months	\$143
7 – 12 months	\$105
13 – 18 months	\$68
19 – 24 months	\$35

**SERVICE INFORMATION**

- The service is only compatible with Windows 2000, XP and Vista operating systems, and MAC OS.
- The service is provided via Optus' 3G/HSDPA or GSM Network which covers 80%+ of the population. If upon activating the service, you discover that you do not have coverage, Hwy will provide full refund for the modem. SIM cards are not refundable.
- Excess data is charged at 8.8cts/Mb. Data usage is counted for both downloads and uploads and is calculated per calendar month.
- When usage reaches 6Gb on any plan, the service will be suspended temporarily until midnight of the last day of that month. On 6Gb plan, service will be suspended when usage reaches 7Gb.
- Maximum download speeds on 3G/HSDPA network are up to 3.6 Mbps. Speeds are theoretical maximums. Actual speeds will vary and may be slower. Based on Optus' network testing, an average End User experience can range between 500 kbps and 1.2 Mbps. Theoretical GSM speeds – up to 50kbps.
- A wireless service may adversely affect applications that are sensitive to latency, jitter or packet loss, such as voice or real time video streaming, or those that require high volume continuous file transfers. It is a mobility internet access product and is not intended to be used as a fixed broadband replacement.

**PAYMENT METHOD – Credit Card payments ONLY.**

Card Type:      Visa              Mastercard

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 Mudgee as modem is collected from Hwy office.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Highway uses regular post for delivering modems. No responsibility will be taken for loss or damage whilst in transit. Should you require delivery by Registered Post, please tick this box.      *Yes, Registered Post please.*

**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 this application.**

Name:

Signature:

Date:

**Highway Internet Services Pty Limited**  
**PO Box 461, Mudgee NSW 2850**  
**A.B.N: 14 088 130 269**

**Phone: (02) 6372 3645**  
**Fax: (02) 6372 0963**  
**Email:enquiries@hwy.com.au**

# **TERMS AND CONDITIONS OF USE – pg.1**

## **Wireless Internet Supply Agreement – Highway Internet Services Pty Ltd**

### **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.

### **SERVICE DESCRIPTION**

- Highway Wireless Broadband gives you broadband on the move, via the Optus' 3G/HSDPA or GSM Network which covers 80%+ of the population. You don't need a phone line, just plug your Wireless modem device into your computer and connect.
- The Service is a residential grade service and applications that are sensitive to latency, jitter or packet loss, such as voice or real time video streaming, or require high volume continuous file transfers may be adversely affected. It is a mobility internet access product and not intended to replace a fixed broadband replacement.
- Service availability depends on and is subject to the configuration and limitations (including capacity constraints) of the Optus Network and Supplier Networks.
- The service is not to be used for the provision of services to support peer to peer/ P2P applications (eg. Limewire, BearShare etc)
- Maximum Wireless connection speeds are theoretical maximum download and upload speeds achievable on the Wireless Network. Your actual achieved speed may vary substantially depending on a number of factors including network configuration, coverage (HSPA/3G/GSM), signal quality & strength, distance from the mobile tower, local interference, network traffic load and your hardware/software limitations. Practical speeds achievable on Wireless connection within HSPA/3G coverage area, with full signal strength and no other limiting factors, can be between 30% to 50% of the maximum connection speed with bursts up to the maximum connection speed. As with any network based on radio technology, no guarantee can be given for the connection speed and performance. When outside of HSPA/3G coverage area, the wireless service will switch to GSM network with maximum speeds of 50kbps and practical speeds within 20-40kbps range.

### **BILLING & USAGE**

- Monthly billing will be in advance while any excess usage is billed in arrears; ie. on the 1<sup>st</sup> of each month, you will receive an invoice billing for rental for that month plus excess usage, if any, for the previous month. End of month statements are NOT issued.
- Usage cannot be transferred to other SIMS/users nor can multiple users share the same usage quotas (fleet plans).
- Upon joining up, you will be charged a prorata'd rate for the 1<sup>st</sup> month, ie. The date you joined to the end of the month. Data allowances will also be also prorata'd accordingly. All subsequent billing then runs by the calendar month.
- When you have exceeded your usage allowance defined by your nominated plan, a charge per MB will be applied.
- A maximum usage limit of 6GB applies per calendar month. If a customer uses more than 6GB usage, the service will be suspend until midnight on the last day of that month. ie. you cannot use more than 6GB between the 1st day of the month, and the last day of that month. However, with the 6Gb plan, the maximum allowed monthly usage is 7Gb.
- Upgrades or downgrades of plans will incur a once off fee. (see Additional Charges on Pricing Schedule)
- Prorata refunds are given for the leaving plan's fee only. The amount of Gb used is not reset (Gb is not reset until the 1st of the month).
- Monthly payments (if not paying by credit card) must be received by the due date specified on the monthly invoice.
- Invoices and all other correspondence are issued only by e-mail to contact/billing e-mail address specified by the customer on the application form. It is customer's responsibility to notify Highway of any changes to the contact/billing email address.

### **CANCELLATIONS & DISCONNECTIONS**

- Written/email notice of disconnection or cancellation, 30 days prior the disconnection/cancellation date is required.
- Automatic disconnection is triggered if a payment for the Service is not received by the due date and after attempts by Highway to retrieve payment are unsuccessful.
- Early Cancellation fees apply to terminated services (eg. services cancelled by customer, or disconnected without reconnection), if the service is terminated before the minimum contract length period expires. (see Early Cancellation Fees on Pricing Schedule)
- If cancelling a service due to lack of coverage, Highway will refund the cost of the modem however SIMs and the first month's prorata fee is not refundable. Though Highway will do its best to help, it is ultimately the responsibility of the customer to ensure that they are in an area that receives adequate 3G coverage.

### **SERVICE COMPONENTS & HARDWARE**

- Optus' network can be accessed using Optus' USB sticks which work on Windows 2000 SP4, Windows XP, Windows Vista, MAC OS 10.4.
- The hardware provided by Highway are Optus-approved. Optus will not test or support devices for use with SIMs that are not Optus approved. Optus does not warrant that the Service will work as specified if it is using such a device.
- A Static IP is included with your service.

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**TERMS AND CONDITIONS OF USE – pg.2**  
**Wireless Internet Supply Agreement – Highway Internet Services Pty Ltd**

**OPTUS SOFTWARE**

- Use of the Optus Software is subject to the End User's compliance with the terms of agreement provided with the Optus Software.
- Optus does not make any warranty or representation regarding the performance of the Optus Software as it operates on the your computer.
- You agree to not make a claim against Optus or Highway in respect of the Optus Software or its performance.
- The Optus Software may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4. 64 bit editions of Windows may also be incompatible with the service.

**SERVICE COVERAGE & AVAILABILITY**

- The service is only available in areas covered by the Optus Network. In areas that the service is available, Optus does not warrant that:
  - a) the service is available in each place within an area where there is coverage;
  - b) 'drop-outs' will not occur;
  - c) there will be no delays in transferring data when switching between bearer networks;
  - d) there will be no congestion on the Optus Mobile Network; and
  - e) There will be no lost packets of data or failures in downloads.

The coverage area of the 3G/HSDPA Network is not equal to the coverage area of the GSM Network. For the latest coverage information visit <http://www2.optus.com.au>

- You acknowledge that this is a best effort service and no Service Level Agreement exists for this product.

**SERVICE FAULTS**

- If you experience any problems with your wireless service, you will contact Highway for First Level Support
- You agree that you will not make direct contact with Optus or any Third Party Supplier(s) in connection with the service.
- In First Level Support, it may be necessary for you to return your modem/hardware to the Highway office for testing. Cost to do so will be worn by you.
- If a call-out is required to test the service at your location, relevant travel costs and call-out fees will apply.
- Should Highway not be able to resolve the fault, we will submit the fault to Level 2 Support, with our carrier.

**In signing this form and by using the Highway network, you have indicated your acceptance of all the Terms and Conditions referred to in this Agreement.**

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