

## *Speedweb Wireless Internet General Terms and Conditions for the Provision of Broadband and Associated Services*

### **Terms & Conditions - Who Does this Apply to?**

These terms and conditions apply to all parties who choose to utilise the internet services of Speedweb Wireless Internet owned by Kallistrate Pty Ltd. Speedweb Wireless Internet reserves the right to refuse applications for service and the provision of service is subject to locality and ability to receive signal (site survey). These Terms and Conditions describe the terms on which Speedweb Wireless Internet provides you the subscriber with internet access and associated services. Signing an application/agreement with Speedweb Wireless Internet confirms that you understand these Terms and Conditions and agree to be bound by them. These Terms and Conditions can be updated at any time. Updates will be available via our homepage at [www.speedweb.com.au](http://www.speedweb.com.au). It is your responsibility as a subscriber to make yourself aware of any changes as they arise and your continued use of, and/or access to [speedweb.com.au](http://www.speedweb.com.au) constitutes your agreement to the terms and conditions and you are bound by them. Your access to Internet Services provided by Speedweb Wireless Internet is subject to these Terms & Conditions. For the purpose of these Terms and Conditions a reference to a person includes a firm, unincorporated association, corporation and a government or statutory body or authority. A reference to a person, customer or client (including 'you' and 'your') includes its legal personal representatives, successors and assigns. Words importing the singular include the plural and the opposite is the case. You may not transfer the right to receive internet services from Speedweb Wireless Internet or any other right under this agreement to anyone else without our consent. The service is provided and intended for the direct use of the Client only and is not resalable. Speedweb Wireless Internet reserves the right to immediately terminate any Services which are found to have been resold to a third party without consent. We may transfer any of our rights or obligations under this agreement by sending you a notice.

### **Wireless Broadband Customer Equipment**

For the purpose of all clients all CPE (Customer Premises Equipment) including but not limited to, antenna, antenna pole, fittings, cabling, brackets and wireless client radio remain the property of Speedweb and maintenance and upgrade will be the responsibility of Speedweb. In the event that the service is terminated for any reason the client agrees to allow any employee of Speedweb Wireless Internet access to their premises to remove CPE.

### **Acceptable Use Policy**

You must not use the service, attempt to use the service or allow the service to be used in any way that constitutes a breach of law. The client agrees that they will not engage in conduct that could be construed by anyone in any location as constituting sending of spam. This includes but is not limited to the sending or causing the sending of any unsolicited or unauthorized advertising, promotional materials, junk mail, bulk unsolicited email, mail bombing, chain letters, multiple newsgroup cross-posting, or other forms of solicitation. The client agrees that they will not employ any identity disguising techniques in connection with spam, including relaying email via a third party's mail service without permission, hosting an open mail relay server, or employing similar techniques to hide or obscure the source of email. The client agrees that they will not host any content which infringes any copyright, trademark, trade secret, patent or other property or other intellectual property rights of any third party unless the Subscriber is the owner, or has the permission of the owner to post or transmit the content. You must not use Speedweb Wireless Internet in any way which interferes with other users, defames, harasses, menaces, restricts or inhibits any other user from using or enjoying any internet services including those provided by Speedweb Wireless Internet. The client agrees not to use the service to transmit information that may be considered to be defamatory, libellous, slanderous, obscene, pornographic, or profane, illegal (either criminally or civilly), or potentially life or health threatening to another person, or make threats of any kind. The client agrees that they will not be involved in nor facilitate the involvement of others in hacking, cracking, virus introduction or any other behaviour to compromise the security of another or network. You must not nor permit others to engage in conduct that brings harm to minors. The client agrees that while using Speedweb Wireless Internet they will not nor will they allow others to commit or facilitate any crime, invade the privacy of others or engage in any misleading or deceptive conduct or fraud of any kind. The client agrees that they will maintain the security of their own network and keep usernames and passwords confidential. You also agree to change your username and/or password immediately if requested by Speedweb Wireless Internet to do so.

### **Limits of Liability**

While Speedweb Wireless Internet takes great care and skill in providing broadband services, we do not guarantee that the service will be continuous or error-free. Speedweb Wireless Internet is not liable to you for any direct, indirect, incidental or consequential loss or damages of any nature whatsoever caused including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property in any way attributable to the performance of a sales contract in any way. This includes any such occurrences as the result of any failure to delay by us to transmit data; any failure or delay by you in receiving data; any transmission or receipt of incorrect data; any erasure or corruption of any data; any unauthorised access to your products and services; any content accessing using the services found to be offensive, upsetting inaccurate, misleading or defamatory. Speedweb Wireless Internet shall not be liable for any failure to perform its obligations under this Agreement for any cause beyond its reasonable control including but not limited to fire, flood, strikes, transportation delays, fuel and energy shortages and defaults of sub-contractors. Speedweb Wireless Internet makes no representation about the suitability of the service for a particular purpose. You have not relied on any representation made by Speedweb Wireless Internet in deciding whether to acquire services and you relied on your own judgement in relation to do so. You agree that you have no affiliation with us, you are not a principle agent, our partner or joint venture and have no right to bind us in contract or otherwise at law. Through your accepting these terms and conditions you acknowledge the limit of Speedweb Wireless Internet's liability and consider it to be fair and reasonable.

### **Privacy Policy**

Information relating to the service about the subscriber will be held in a database. The database will contain the subscriber's name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this agreement. This information may be used to enable Speedweb Wireless Internet to perform obligations to you under this agreement, including to provide the service and to ensure that you perform your obligations under this agreement. Speedweb Wireless Internet may obtain and use information concerning your commercial activities and credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application or to collect overdue payments. Speedweb Wireless Internet keeps logs of web sites that a client visits for a few hours to enable diagnosing faults. Employees of Speedweb Wireless Internet are not permitted look at these logs unless there is a technical problem. It is possible that Law Enforcement Agencies may obtain a warrant to track a suspected criminal's use of the Internet access, in which case all usage of the Internet access will be recorded and supplied to Law Enforcement Agencies if Speedweb Wireless Internet is served with a valid warrant for this information as the law demands. Your information will not be sold. In the event that Speedweb Wireless Internet is sold to another organisation, the new owner must also agree to adhere to this privacy policy.

### **Suspension & Termination**

Speedweb Wireless Internet agrees to provide the service in accordance to this agreement. However, Speedweb Wireless Internet reserves the right to terminate or suspend your account, at our sole discretion, in the event of any breach of these terms and conditions including none or late payment of your account by you or anyone using your account. Suspension or termination will also occur should you not appropriately protect your computer against computer viruses' and any type of destructive software that will interrupt Speedweb Wireless Internet services and inhibit the enjoyment for other users. Such termination or suspension may be without notice to you. You must provide Speedweb Wireless Internet with the minimum of 30 days notice in writing that you wish to terminate your account. You can only cancel your account if you are not under contract or agreed to pay a termination fee equal to 6 times the value of your monthly plan, the remainder of your plan at the contracted rate or \$200 whichever is the lesser amount. You can provide notice in writing by emailing [mail@speedweb.com.au](mailto:mail@speedweb.com.au) or writing to Speedweb Wireless Internet, P.O. Box 356, Morwell 3840