

WISP TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1 WISP Electrical Ltd (WISP, we, us, our) is a Wireless Internet Service Provider.
- 1.2 The Customer requests that WISP installs wireless radio equipment that is required in order to receive a Broadband Service delivered wirelessly from our nearest in-range Service Access Point locations.
- 1.3 Availability: The Services we offer may not be available in all areas/locations, or at the rates, speeds, or bandwidth marketed.
- 1.4 Broadband Services: Means Wireless-based Broadband Internet Services.
- 1.5 Equipment: Means Home Router (or modem), Radio Receiving Equipment, Antenna and Cabling.
- 1.6 Standard Installation: Means fitting a suitable pole mount, antenna dish and radio to roof. Laying up to approx. 20m of cable from the Radio equipment inside to the Home Router. Ensuring at least one customer device connects to the Internet via WiFi, CAT-5 or CAT-6 cable. Speed testing at the router to confirm throughput is within expected range.

2. LIMITATION OF LIABILITY:

- 2.1 The Customer agrees that they do hereby release WISP of the following:

Any claims, liabilities, losses, indirect or direct damages, whatsoever related to the Customer's use of the Service provided by us unless caused by the proven neglect of WISP. The customer agrees this will include, but not be limited to, any damages, loss of profits, business loss, loss of expected savings, loss or damage to the Customer's hardware, software, files, data or any other direct or indirect loss of the Customer.

3. CANCELLATION OF BROADBAND SERVICE:

- 3.1 The Customer agrees that the Broadband may be cancelled by us for any of the following reasons: Non-payment, Illegal activity, activity which disrupts the service or which affects the company's equipment, altering or relocating the Company's equipment.

4. EQUIPMENT OWNERSHIP AND INSTALLATION:

- 4.1 To provide the Services to you, we provide and install equipment at the site you have designated for Service ("Equipment").
- 4.2 The costs of a standard installation will be provided to you prior to installation. Non-standard installations or requirements, such as where a clear line of sight does not exist to your premises, may attract additional costs.
- 4.6 The Customer owns agreed-upon equipment when the install option has been fully paid. The Customer agrees however, not to sell, transfer or lease any part of the equipment provided by WISP so that we can provide the contracted service.
- 4.3 We may remove any leased Equipment on termination of these terms and conditions or disconnection of the Services, or earlier if we decide the Equipment is no longer required for your use of the Services.
- 4.4 You may not remove the Equipment on your premises unless we agree in writing and you will be liable for any associated costs resulting from damage to the Equipment or your own property or person.
- 4.5 You will allow us, or any person authorised by us, access to your premises at all reasonable times and with reasonable notice (subject to compliance with your reasonable security requirements and where applicable, health and safety requirements) to inspect, maintain or remove the Equipment. Where you are not the owner of the premises on which the Equipment is installed, or is to be installed, you warrant that you have permission from the property owner for us, or any person authorised by us, to access the property to conduct any or all of the above activities.
- 4.7 The Customer hereby agrees to pay to WISP the full cost of repair and/or replacement of any lost, stolen, unreturned, damaged, sold, encumbered or assigned equipment, as well as full labour costs for any equipment required to supply this service under this contract, unless prior written consent is agreed.
- 4.8 Installations in unsafe conditions will not be undertaken and rebooked.
- 4.9 Anything outside of a Standard Installation will be charged at (minimum \$65 per hour + Travel at 73 cents per kilometre) is additional. You will be verbally quoted before any work is done and will have the opportunity to sign your approval of non-standard work.

5. WIRELESS USE/VOIP

- 5.1 We will provide the Services to the network access port of the Equipment. We have no responsibility beyond that point. You are responsible for all of your equipment, software and associated cabling or equipment, and any problems or issues that may affect your experience of the Services, or the performance of the equipment or Services beyond the network access point.
- 5.2 We cannot guarantee that wireless broadband will be suitable for any particular application. You are responsible for satisfying yourself as to whether your intended applications will be suitable for use with wireless broadband.
- 5.3 Where you are using any VoIP system as part of the Services you acknowledge and

understand that we do not own or operate every part of the network used to provide VoIP Services and do not guarantee you will be able to make successful VoIP calls to every valid number.

5.4 You acknowledge and understand that the VoIP Service (including calls to emergency services) will not function in the event of power failure. Also that some VOIP providers do not allow emergency services from their service. By request, additional hardware for maintaining power in the event of a power failure can be purchased or recommended by WISP.

6. INTERRUPTION OF BROADBAND SERVICE:

- 6.1 WISP is committed to providing the Customer with the best broadband service 24 hours per day. However, we do not guarantee uninterrupted service and do not guarantee error-free service.
- 6.2 The Customer agrees that WISP is not responsible to the Customer for service problems that are not within our control.
- 6.3 The Customer understands that there may be times when certain broadband/access factors may need to be adjusted and that there may be times when the service may be briefly interrupted.
 - 6.3.1 Updates: From time-to-time there is manufacture firmware updates that need to be applied to all equipment on the network, these updates sometimes apply automatically, and will also briefly interrupt supply as they are applied to the equipment. WISP will try our best to have these updates scheduled between 10pm-6am, and will notify of such outages ahead of time.

6.4 Issues that may contribute to interruption or instability of service include:

Trees (or other obstacles) that have grown or moved between your location and the Service access point providing your connection. It is the owner's responsibility to insure these paths of connection are maintained and clear for optimum performance. Fees may be charged for diagnosing faults caused by obstructions to your line of sight paths.

We are not liable for failure to provide the Services due to acts of God, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute, or acts or omissions of other couriers or carriage Service.

6.5 Resetting your router. Resetting your router to factory condition will stop your connection by removing the authentication credentials. It is NOT a practice that WISP supports – contrary to other provider practices. If you think you need to reset your router, please do contact us first, either phone, txt, or email

6.6 We reserve the right, at any time, or in emergencies without prior notice, to restrict or suspend the Services to perform maintenance activities.

7. SPEED:

- 7.1 WISP plans offer download and upload speeds up to the stated Megabits per Second (mbps) across the Network. Advertised Plan speed refers to the maximum speed possible.
- 7.2 Outside of our network, many uncontrollable factors can and do influence bandwidth of the Service which will vary based on (but not limited to) Network or Internet congestion, your computer configuration, weather conditions. We may in certain circumstances implement traffic prioritization to ensure most important Internet traffic such as, but not limited to, voice calls receive priority.
- 7.3 Speed tests operate outside our network however, outside of peak hours, we would expect a test to show speeds close to the plan offering. Speed tests should be considered a very rough guide only. Because of factors that influence speed outside of our control, we cannot guarantee Broadband Service speeds based on the results of speed testing.
- 7.4 If the customer feels that their Internet speeds are consistently at a significantly lower than expected speed, they should contact us promptly.

8. MONITORING DATA USAGE

8.1 To ensure the overall customer experience of our network we reserve the right to monitor and investigate the use of bandwidth on the network. Where we deem necessary in our sole discretion we may: and accordingly it may be necessary for us, at our sole discretion, to apply shaping or bandwidth management on connections to ensure all customers receive a quality service and experience.

9. USE OF SERVICES

- 9.1 In using the Services you agree that you will:
 - 9.1.1 follow our instructions on using the Services and comply with any reasonable restrictions we impose, or directions we give, in respect of the Services;
 - 9.1.2 use the Services, and any information you access or make available through using our Services, in a responsible manner;
 - 9.1.3 not use the Services, in a way that breaks any laws, infringes anyone's rights, or is in our reasonable opinion malicious, obscene or offensive;
 - 9.1.4 keep confidential any password you use to access our Services and immediately change your password if we ask you to do so;
 - 9.1.5 not use your connection to distribute or on-sell Broadband or associated Services;

9.1.6 not introduce anything harmful (such as viruses, worms or malware) to, or interfere in any other way with, anyone else's computer system, communications service or use of the internet or associated applications;

9.1.7 not engage in any activity which facilitates or encourages unsolicited email including without limiting the generality of the foregoing, "spamming" and "mail bombing";

9.1.8 not use your access or Services to distribute unsolicited commercial electronic messages as defined in the Unsolicited Electronic Messages Act 2007 and you must comply with that Act in all respects;

9.1.9 not breach copyright or any other intellectual property right anyone else may have in anything forming part of the Services or in anything you access using the Services;

9.1.10 comply with the Privacy Act 1993, all defamation and other laws which may apply to your use of the Services, or to the information you access or make available through using the Services;

9.1.11 comply with the same obligations as we have in respect of our use of the Services or Equipment (as defined below) as advised to you from time to time;

9.1.12 not use the Services to post or transmit any, defamatory, libelous, slanderous, false or misleading statements, obscenity, pornography, profanity or illegality;

9.1.13 not use the Services for illegal file sharing including peer-to-peer (P2P) file sharing;

9.1.14 provide a suitable operating environment for the Equipment;

9.1.15 take reasonable precautions to protect the Equipment from theft or other loss or damage;

9.1.16 follow our reasonable directions in the use of the Equipment including, solely for the purpose of receiving the Services;

9. OUR CHARGES & SERVICES:

9.1 Unless we specifically state otherwise, our charges are GST exclusive.

9.2 In the event of non-payment a minimum late fee of \$10 will be applied to your account for late payment. At any point customers with overdue accounts may have their service disabled until payment is completed. Failure to meet our payment terms and conditions may result in service termination, termination fees, removal & collections fees being applied.

9.3 We reserve the right to send any outstanding invoices to a debt collection agency to be recouped. Any & all costs incurred by us in undertaking this action will be passed onto you for full payment.

9.4 All connections are paid one month in advance or a part period until the end of the current billing period. If there is a failure of credit card or automatic payment due to lack of funds, we will contact the account holder within 24 hours to arrange re payment. If we are unable to contact the account holder within 21 working days of following the funds failure your broadband service may be temporarily disconnected until payment is made.

9.5 If you change from one pricing plan to another, any revision to the monthly fee for the new plan will take effect from the start of your next monthly billing period and any current month charges shall be prorated to the nearest day.

9.6 FIXED TERM ONLY:

(This does not apply to a "No Fixed Term" install)

9.6.1 The Agreement will commence on the day of the completed installation and your home network is connected to the internet and shall continue for the set period that was agreed.
The customer agrees to receive WISP services for at least the length of this fixed period. After the fixed period, You will have an option to move to a month by month basis or a renewal of the contract, until you cancel in writing.

9.6.2 If you choose to disconnect from Services prior to the expiry of the agreed term, disconnection fees apply and RF or connection equipment will be required to be returned within 7 days of the disconnection and/or all charges and accounts are brought up to date. Equipment removal charges will apply. You agree that those charges are a reasonable pre-estimate of the loss we will suffer.

9.6.3 Disconnection fees on term contracts:

The disconnection fee inside the term contract is \$100 base fee plus a termination fee based on the number of months remaining in the contract multiplied by the base plan rate charged by us.

9.6.4 If you wish to terminate or disconnect the Services following the minimum term, you can do so by providing us with 30 days written notice.

10. INDEMNITY

10.1 You indemnify us against all costs, claims, losses (including any loss or damage to the Equipment), liabilities, damages and proceedings incurred by us arising from your use of the Services or Equipment.

11. PERSONAL PROPERTIES SECURITIES ACT 1999 (PPSA)

11.1 Clause 10.1 creates a security interest in our favour in any Equipment and/or any associated software or other goods supplied. If requested by us, you will promptly execute any documents, provide all necessary information, and do anything else we require to ensure that the security interest created under these Terms constitutes a perfected security interest in the Equipment and their proceeds, which will have priority over all other security interests in the Equipment.

11.2 You agree we may register a security interest in the Equipment on the Personal Properties Securities Register and so far as permitted by section 107 of the PPSA you waive your rights under sections 114(1) (a), 116, 117, 119, 120(2), 121, 125, 129, 131, 133 and 148 of the PPSA.

12. ACCEPTANCE AND ALTERATIONS OF T&C:

12.1 By using the Services you shall be deemed to have accepted these terms and conditions (the Terms).

12.2 You acknowledge that from time to time we may update these Terms and agree to be bound by any such updates and changes.

13. GENERAL

13.1 Our failure to enforce any Terms is not a waiver of any of the rights or obligations we have under these Terms;

13.2 If any provision of these Terms cannot be enforced or relied on by us all other provisions remain binding.

13.3 You may not assign your rights under these Terms.

13.4 You may have rights under the Consumer Guarantees Act and these Terms do not limit those rights. However, if you use the Services for business purposes (or have told us you will do so) then you agree the Act does not apply to those Services.

14. FAIR USE POLICY

Please ensure you have read and understood our Fair Use Policy

14.1 Your use of the connected services must be fair, reasonable and not excessive, as reasonably determined by us by reference to average and/or estimated typical customer usage. We will consider your usage to be excessive and unreasonable where it materially exceeds the average and/or estimated use patterns over any day, week or month.

14.2 Any entitlements included under our services are offered for your own use and benefit only. It does not allow activities aimed at making profit or reselling the services, or using the services in an unfair or excessive way. Any such use by you is a breach of our agreement.

14.3 If in our reasonable opinion we consider your usage to be unfair and/or unreasonable we may immediately suspend, modify or restrict your use of the connected services or withdraw in full or in part your access to the connected services without notice to you.

14.4 We may charge you at our discretion for Excessive Usage, which if we do so will be at \$1.25 per GB.