



Hotspot Supply Agreement

Email: sales@got2bconnected.com.au Phone: 1300 881 591 Fax: 02 43 904160

Customer Details

Business Trading Name:	Business Legal Name:
Management Contact Name:	Business Type:
Phone:	Fax :
Business and Mobile Phones :	Email:
Physical Address / Installation Address:	Postal Address:
Bank BSB and Account No:	ABN No:
Preferred Installation Date:	Installation Charge:
Term (months):	Pay System -Provider's Revenue Share:
Equipment Provided by Got2bConnected	
Type of system: Pay Free	

I acknowledge the terms and conditions above and contained herein by signing below as its authorised signatory:

For the Provider:

Name: _____ Position: _____

Signature: _____ Date: _____

For Got2bConnected:

Name: _____ Position: _____

Signature: _____ Date: _____

The Got2bConnected Supply Agreement Terms and Conditions on the next page form part of this Agreement

Operator Application & Got2bConnected Terms & Conditions

This is the contract between the Operator and Got2bConnected for the supply of Wireless Internet Services (Hotspot) specified on the application form. The aim of this document is to ensure that you know your rights and obligations when using the service as well as our rights and obligations.

1.0 Application and Variation of the Contract

1.1 This contract is the terms on which we provide the service to you and supersedes any previous contracts set by us. This contract becomes active when the Operator signs this agreement and is satisfied that Got2bConnected has met all its obligations on providing a Wireless Internet Hotspot service chosen by the Operator

1.2 If we notify you of a proposed change that we consider detrimental to you, you may terminate the service provided you give us at least 28 days written notice prior to the new agreement taking action. Under this clause, there will be no termination fee applied to contracts, however all equipment owned by Got2bConnected must be returned.

2.0 Services

2.1 Service Plans

2.1.1 Got2bConnected will supply you with Wireless Internet Hotspot Access.

2.1.2 Speeds are stated in kpbs and are peak achievable download and upload rates achievable through your ADSL or two way satellite broadband connection.

2.2 Continuity Of Service

2.2.1 We do not take responsibility for any loss, damage, liability or expense resulting for the lack of continuous provision of service through your ADSL or Two Way Satellite Broadband system.

2.3 Got2bConnected cannot guarantee connection to any particular internet site.

2.4 Monitoring

2.4.1 We may take any steps deemed necessary in order to comply with legal obligations under the relevant state or federal legislations, industrial code of practice or under directions of regulatory authorities or court order.

3.0 Billing

3.1 All prices quoted on our promotional material for the provision of Wireless Internet Hotspot equipment are GST exclusive.

3.2 Notification will be given at least one month prior to changes taking place through your default e-mail address. Any use of the service after that publication will constitute an acceptance by you of that

modification. You may terminate the service provided you give us at least 28 days written notice prior to the new plans taking action. Under this clause, there will be no temptation fee applied for contracts, however all equipment owned by Got2bConnected must be returned where the service has not been provided for a period of at least 2 months.

3.3 Account Payments (Operators and Customers)

3.3.1 We reserve the right to disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details.

3.4 Additional Charges (Operators and Customers) may apply in the following circumstances;

3.4.1 If incorrect account details have been given, sufficient funds are unavailable or changes to the account details are not passed on to us.

3.4.2 Where your account is suspended for any reason under this agreement.

3.4.3 Any expenses, cost, or disbursements incurred by us in recovering any outstanding monies including dishonour fees, debt collection, agency fees or legal fees.

3.5 It is the responsibility of the Operator to pay all monies invoiced by the due date for ADSL and Two Way Satellite services, even if the charges are the result of unauthorised access to your service.

4.0 Refunds

4.1 Customers accessing Wireless Internet Hotspot - Where connectivity cannot be achieved because of a failure within the Wireless Internet Hotspot Equipment, an instant refund via credit card payment reversal can be arranged by calling 1300 783 543. If however, failure of the ADSL or two way satellite system results in the Customer not being able to achieve connectivity, the Operator will be responsible for reimbursement of Customer payment.

5.0 Customer Responsibilities

5.1 The account holder must be 18 years or older.

5.2 If the Customer allows a person under the age of 18 to use the service, then the Customer is legally responsible for supervising that person's usage particularly to ensure the suitability of content transmitted to and seen by that person.

5.3 It is the Customer's responsibility to ensure that their computer meets the minimum specification to connect to the service, including any software and hardware requirements.

5.4 The Customer must not connect any unauthorised equipment to the service.

5.5 Security

5.5.1 Got2bConnected will allocate a fixed user ID to the Operator.

5.5.2 Unauthorised access of your service via an unprotected connection (including wireless interception) is the sole responsibility of the Customer. It is recommended that the Customer take necessary measures to protect your equipment and service from unauthorised access.

5.5.3 The Customer acknowledges that Got2bConnected cannot fully protect the Customer's computer, software and data from viruses and any other malicious programs; it is therefore the Customer's responsibility to take necessary preventative measures.

5.6 The Customer acknowledges that some material in the Internet may be offensive, inappropriate or unsuitable and agrees that Got2bConnected has no responsibility whatsoever for such material. Additionally the Customer hereby agrees that in using the service the Customer must not;

5.6.1 Use the service to commit any fraud, or undertake any illegal or unlawful or offensive activity or breach any Australian legislation, codes of conduct or standards established for the internet service industry.

5.6.2 Transmit, store or place on Internet any content which is defamatory, offensive or of an obscene and menacing character.

5.6.3 Place on the Internet or issue invitations to give directions (including hyperlinks) to illegal content or potentially illegal content.

5.6.4 Disseminate computer viruses or other malicious programs.

5.6.5 Engage in conduct do as to interfere with or disrupt any other Internet users or service providers.

5.6.6 Engage in sending unsolicited emails, spamming and advertising material.

5.6.7 Talk about hacking or about breaching laws, talk or engage in any conduct that may contravene any Got2bConnected policy (including but not being limited to any Acceptable User Policy that we may have and our Privacy Policy) and any other policies or practice to which Got2bConnected may subscribe from time to time including codes of the Internet Industry Association of Australia.

5.6.8 Not engage in any unauthorised use of any material protected by patent, copyright, trademark or other intellectual property rights.

5.7 The Customer shall indemnify and hold harmless Got2bConnected from and against any action, claim, or loss that Got2bConnected may suffer may have brought against it as a result of the Customer breaching the contract, including but not being limited to those listed in clause 4.7.

5.8 Where your continued use of service adversely affects the network, we reserve the right to suspend/control the service.

5.9 Any persons that use the Operator's service have read and understand the terms and conditions.

6.0 Our Responsibilities

6.1 Connection of Service

6.1.1 Given that all required cabling is completed and active, and we have received from the Operator an application form from which payment has been successfully processed, the Wireless Internet Hotspot connection will be provided within 10 working days.

6.2 Outages

6.2.1 We will endeavour to restore services resulting from Wireless Internet Hotspot equipment failure within 24 hours.

6.2.2 Restoration of services resulting from outages, where possible will be kept within indicated times, but may vary in the event of exceptional circumstances.

6.3 Got2bConnected makes no warranties or representations as to the accuracy of any information in or linked to its website and assumes no liability or responsibility for any errors or omissions in content thereof. Additionally Got2bConnected will not be responsible for the content form of any information or data passed into

the Internet in the provisions of the service including any information which is defamatory, offensive, unlawful, or unsuitable for people under 18 years or of any one in particular. Nor will it be liable for any damage or viruses which may infect, contaminate, or act to the detriment of any computer equipment of other equipment owned or utilised by the Customer.

6.4 Got2bConnected provides the service in accordance with its privacy policy which is available on request.

7.0 Installation

7.1 Prior to a Got2bConnected technician arriving at the premises the Operator must ensure that:

7.1.1 An ADSL or Two Way Satellite broadband system is available and active.

7.1.2 That Got2bConnected technicians have agreed access to the premises to undertake and complete Wireless Hotspot installation

7.2 Got2bConnected technicians will demonstrate the Hotspot system working at conclusion of installation

7.3 Where we specify a time for your installation, we will try to keep the specified time, but we cannot be liable for any loss or damage the Operator may suffer if we fail to do so.

7.4 Where installation cannot be performed due to the failure of the Operator to provide the above, an additional charge may be made.

8.0 Commencement of the Contract and the Service

8.1 The contract between the Operator and Got2bConnected is active from the date the application form is signed by the Operator and Got2bConnected. Once the Wireless Internet Hotspot is active, the Operator will be liable for any additional associated set up costs, as agreed in the application form.

8.2 The provision of the service will commence once all the following criteria have been met;

8.2.1 Cable infrastructure has been installed and tested ok.

8.2.1 The application form including Customer attestation has been completed fully and accurately.

8.2.1 Payment of the initial set-up costs including the cost of service over the initial billing period has been successfully processed.

9.0 Abuse Procedures will be commenced by

9.1 Giving unauthorised person the Operator's account and password details;

9.2 Deliberately or recklessly disrupting Got2bConnected's service or activities, or engaging in any activity likely to disrupt the same, either deliberately or not;

9.3 Engaging in spamming

9.4 Misusing access to the internet in a matter identified in writing be a competent law enforcement official as unlawful;

9.5 Using access to the internet to menace or harass others;

9.6 Behaviour that results in the disruption of other people access to the internet or their enjoyment thereof, including but not limited to computer viruses, email bombardment and damage to internet-connected resources and channel flooding;

9.7 Using access to the internet to unlawfully obtain access to other networks.

10.0 Suspension or Termination of Service

10.1 By Operator:

10.1.1 The user can terminate the account at any time, providing you provide written notification of at least 28 days

10.1.2 If an account is closed while in contract, termination fees may apply.

10.1.3 Any Pre-paid fees for services are non-refundable on termination.

10.1.4 In some cases a cooling off period is required by law. If you are covered by a written notification to Got2bConnected within the timeframe allowed from the commencement of the Agreement.

10.2 By Got2bConnected:

10.2.1 Any breach of the contract, as opposed to termination, Got2bConnected may choose to suspend the service for such period it determines.

10.2.2 Got2bConnected supports the right to privacy and the laws that support privacy in all forms and it strictly prohibits the sending of unsolicited mass messages of any kind or any other email forms. We will terminate the account for any member who uses "spamming" techniques to solicit referrals and who does not remove a recipient upon being requested to do so by that recipient.

10.2.3 If Got2bConnected suspends your service for any breaches under the agreement, you shall remain liable for all charges due throughout the period of suspension. A fee may apply.

10.2.4 Upon the death of the account holder, the account shall

be deemed terminated.

10.2.5 If Got2bConnected terminates a service whilst in contract, a termination fee may be applied if termination is resulting from the misuse of the service.

10.2.6 If the service is terminated, you remain liable for all charges payable under the agreement in respect of the provision charges payable under the agreement .

11.0 Ownership and Use of the Equipment and Facilities

11.1 The Got2bConnected Wireless Internet Hotspot equipment is an important part of our ability to provide you with the service. This means that we need to make sure that the equipment remains our absolute property at all times.

11.2 Internet connections can only be made to Got2bConnected Wireless Internet Hotspot equipment installed by Got2bConnected authorized installers.

11.3 All new equipment provided by Got2bConnected is covered by a 12 month limited warranty.

11.4 All equipment provided by Got2bConnected remains the property of Got2bConnected. If the operator terminates their account the equipment must be returned to Got2bConnected.

11.5 All equipment owned by Got2bConnected, must be maintained in good condition and repair. Got2bConnected will, at all times, retain ownership of this equipment. Got2bConnected may charge the Operator any reasonable costs incurred for repairing or replacing the equipment if damaged, lost or stolen.

12.0 Wireless Internet Hotspot Support Facilities

12.1 We provide you with a wireless internet hotspot support service 9am – 7pm Monday-Saturday.

12.1.1 If you are experiencing any difficulty with your access, you can contact support on 1300 783 543

12.1.2 By E-mail on support@Got2bConnected.com.au

12.1.3 We encourage operators to make use of this free service , as our support technicians are trained to solve wireless internet issues, we ask that you acknowledge that:

12.1.3.1 We cannot offer support for networking multiple PC's;

12.1.3.2 We cannot offer support for general software issues.

12.1.3.3 We cannot provide support for Customer personal computer issues

13.0 Contract Period

13.1 The Operator has the option to have a maximum contract period of no longer than 18 months with an option for renewal in periods of 6 months. We are required to provide the Service on the applicable Program Service Terms and Conditions for a period of 18 months from the time that the first service was provided to the Operator.

14.0 Complaints Procedure

14.1 If you wish to lodge a complaint about our services or associated matters you may contact us via email, post, phone or fax, or via our online complaints form.

14.2 If you are dissatisfied with the outcome of you complaint, you may request to have your complaint escalated to be dealt with by a manager.

14.3 As a last resort, you can lodge a complaint through the Telecommunications Industry Ombudsman (TIO), which you can lodge online at <http://tio.com.au>

15.0 Force Majeure

15.1 If the party is unable, as a result of force majeure, to carry out their obligations under this agreement, they shall give the other party prompt written notice of the occurrence and particulars of the act, event or cause constituting the force majeure and, in so far as known, the probable extent to which it will be unable to carry out such obligations for the period provided the party has used all possible diligence to overcome or remedy the force majeure as quickly as possible.

16.0 Proper Law and Jurisdiction

16.1 The laws in New South Wales shall govern this agreement and the parties submit to the non-exclusive jurisdiction of the Courts of that state.

DEFINITIONS

Agreement: Signed documentation between the Operator and Got2bConnected.

Attachments: Any files or documents that attached to an email.

Billing : Got2bConnected's management of credit card transactions for Customer access to the Wireless Internet Hotspot.

Equipment: Wireless Internet Hotspot equipment provided by Got2bConnected.

Default Email Address: The email address you have specified to be your main Got2bConnected email address.

Defined Abuse: Means misuse of the service and access to the internet as per clause 8.0

Direct Debit: A payment method by which you, the Operator, authorize us to deduct an agreed amount representing co-contribution towards the set up costs of the Wireless Internet Hotspot, directly from your nominated bank account.

Got2bConnected:
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ABN 52 348 738 873