

# Application for SkyMesh Satellite Broadband

The Australian Government's Australian Broadband Guarantee makes it possible for SkyMesh to offer subsidised metro-comparable Satellite Broadband services in Australia. You need to be 18 years or older and complete this application in full in order to join SkyMesh. We will check for coverage at your location and enter your details into the Broadband Service Locator to assess your eligibility for a subsidised service.

## Applicant Details

Title (Please tick one)  Mr  Mrs  Ms  Dr  Other

Surname

Given Names

Date of Birth (used for account verification)

Day   Month    Year  WSK56

Organisation Name and ABN / ACN (if applicable)

Position (if applicable e.g. Manager)

Number of Employees

 

Current email address (to advise progress of your application)

Phone

Business Hours

After Hours

Mobile

Landline number at address where service is required (not a mobile)

Street Address (where the ABG Program Service is to be connected)

Suburb

State

Postcode

Postal Address (if different from Street Address)

Suburb

State

Postcode

Please request a username for your billing email address. Once your service is connected, you may choose up to ten free email addresses.

Username  @skymesh.com.au

If you were referred to us by a friend, please enter their details below.

## Computer Requirements

Your computer will need to have an Ethernet network card and a current version operating system to connect to your satellite service.

Yes, my computer is suitable  I'm not sure, please call me



Australian Government

Australian Broadband Guarantee

This offer is made possible with support from the Australian Government's Australian Broadband Guarantee. For information on the Australian Broadband Guarantee Program, call 1800 883 488 or visit [www.dbcde.gov.au/abg](http://www.dbcde.gov.au/abg).

Your First Six Months on any Plan at Half Price  
Limited Time Offer – Applications must be received by 31/5/2011  
New Customer Applications Only – Subject to ABG Eligibility

1



## Preferred SkyMesh Plan

SkyMesh guarantees these Australian Broadband Guarantee Services will not increase in price for three years from the date you are connected. You may upgrade your Plan as often as you like at any time, downgrades are effective on your next Billing Day. There are no Plan Change fees. All Plans have Bonus Data which is used during Off Peak hours from 11:00 pm to 1:00 pm. Off Peak hours for Night Owl Plans (OWL-xx) are from Midnight to 7:00 am. For a full list of SkyMesh Plans, please go to [www.skymesh.com.au/satellite](http://www.skymesh.com.au/satellite).

SkyMesh Plan	Peak Speed <sup>1</sup>	Monthly Data	Bonus Data	Monthly Fee	First 6 Months
<input type="checkbox"/> SAT-15	512/128k	500 MB	1 GB	\$19.95	\$9.95
<input type="checkbox"/> SAT-20	256/128k	1 GB	1 GB	\$19.95	\$9.95
<input type="checkbox"/> SAT-25	256/128k	1 GB	4 GB	\$24.95	\$12.45
<input type="checkbox"/> SAT-30	512/256k	1 GB	2 GB	\$29.95	\$14.95
<input type="checkbox"/> SAT-35	512/256k	1 GB	4 GB	\$34.95	\$17.45
<input type="checkbox"/> SAT-40	512/256k	2 GB	3 GB	\$39.95	\$19.95
<input type="checkbox"/> SAT-45	512/256k	2 GB	4 GB	\$44.95	\$22.45
<input type="checkbox"/> SAT-50	512/256k	3 GB	4 GB	\$49.95	\$24.95
<input type="checkbox"/> SAT-55	1024/512k	4 GB	6 GB	\$59.95	\$29.95
<input type="checkbox"/> MAX-E	Maximum	500 MB	1 GB	\$29.95	\$14.95
<input type="checkbox"/> MAX-0	Maximum	500 MB	2 GB	\$34.95	\$17.45
<input type="checkbox"/> MAX-1	Maximum	1 GB	3 GB	\$44.95	\$22.45
<input type="checkbox"/> MAX-2	Maximum	1 GB	4 GB	\$48.95	\$24.45
<input type="checkbox"/> MAX-3	Maximum	2 GB	4 GB	\$59.95	\$29.95
<input type="checkbox"/> MAX-4	Maximum	2 GB	6 GB	\$64.95	\$32.45
<input type="checkbox"/> OWL-10	Maximum	1 GB	10 GB	\$49.95	\$24.95
<input type="checkbox"/> OWL-20	Maximum	1 GB	20 GB	\$59.95	\$29.95

Other Plan (for example "MAX-8", "OWL-40") \_\_\_\_\_

<sup>1</sup> The peak speed of your MaxSpeed service will vary depending on your location in Australia, your satellite modem's signal quality and satellite network congestion, and could be as high as 4 / 2 Mbps. MaxSpeed and Night Owl Plans are considered to have a peak speed of 1024 / 512 kbps for Australian Broadband Guarantee Data Speed testing purposes.

We don't charge for Excess Data, however if you exceed your data allowance, your peak speed will slow to 64 / 64 kbps. We count data both ways, so 1 GB download and 1 GB upload is 2 GB of usage.

## FREE Installation, Setup and Three Year On-Site Warranty

SkyMesh will install your Australian Broadband Guarantee Satellite Service free of charge. Please indicate the type of roof you have:

Metal  Tiled  I'm not sure, please call me.

## Agreement Term

SkyMesh's Minimum Agreement Term for Australian Broadband Guarantee Plans is 30 Days. By signing below you agree to a 30 Day Agreement Term and you acknowledge that you have read and understood the attached SkyMesh Customer Agreement Version 5.0. You also agree to your details being entered into the Broadband Service Locator at [www.dbcde.gov.au/bsl](http://www.dbcde.gov.au/bsl) in order to determine your eligibility for a SkyMesh Satellite Broadband Service.

Signature	Day	Month	Year
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Please fax or post back pages ① and ② to:-

**SkyMesh Pty Ltd**

**Fax**

**1300 859 637**

ABN 62 113 609 439

**Phone**

**1300 759 637**

[www.skymesh.com.au](http://www.skymesh.com.au)

Brisbane

(07) 3123 5800

Reply Paid 255

37 Baxter Street

FORTITUDE VALLEY Q 4006

FORTITUDE VALLEY Q 4006

101212 - Please read the attached Customer Agreement (Version 5.0).

1 of 5

# Preferred Payment Method

Payments for your SkyMesh Service are deducted automatically in advance once a month on your Billing Day. Direct Debits are processed a few working days later depending on your financial institution. Your first payment will be processed the day after you are successfully connected. If you do not wish to pay monthly in advance automatically, you have the option to pay for your service by cheque or money order at least six months in advance (minimum \$150).

**Automatic Payment by Credit Card**  
Please note: We **do not** charge a Credit Card surcharge.

Visa  MasterCard  Amex  Diners

Card Holder's Name

Card Number

Card Expiry

 Month  Year

Signature

<input type="text"/>	Day	Month	Year
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**Automatic Payment by Direct Debit**  
Please note: We **do not** charge a Direct Debit surcharge.

You authorise and request Ezidebit (User ID 165969) to debit your account through BECS (Bulk Electronic Clearing Systems) for any amount SkyMesh Pty Ltd may debit or charge from an account held at the financial institution identified below subject to the terms and conditions of the direct debit service (provided on the right hand side of this form).

**1. Please complete the details of the account to be debited**

Financial institution name and Branch name



Branch (BSB) number

 - 

Account Number

Account Name

**2. Please sign and date**

Please print your name(s)

If signing for a company, capacity for signing (e.g. Manager)

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you, SkyMesh Pty Ltd and Ezidebit as set out in this request and in your direct debit service agreements.

Signature (All account holders must sign for joint accounts)

Day	/	Month	/	Year
<input type="text"/>		<input type="text"/>		<input type="text"/>

101212

## Direct Debit Terms & Conditions (Version 5.0)



**Definitions**

Account means the account held at your financial institution from which Ezidebit is authorised to arrange for funds to be debited.

- Agreement means this direct debit service agreement between you, SkyMesh and Ezidebit.
- Banking Day means a day other than a Saturday or a Sunday or a Public Holiday listed throughout Australia.
- Debit Day means the day that payment by you to SkyMesh is due.
- Debit Payment means a particular transaction where a debit is made.
- Direct Debit Request means the direct debit request between you and Ezidebit.
- Ezidebit is the Debit User (ID 165969) and you have authorised your account to be debited by signing this direct debit request.
- You means the customer who signed the direct debit request.
- Your Financial Institution is the financial institution where you hold the account that you have authorised Ezidebit to arrange to debit.

**1. Debiting your account**

- 1.1 By signing a direct debit request, you have authorised Ezidebit (User ID 165969) to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between SkyMesh, you and Ezidebit.
- 1.2 SkyMesh will only arrange for funds to be debited from your account if SkyMesh has sent to the email address nominated by you, a billing advice which specifies the amount payable by you to SkyMesh and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, Ezidebit may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

**2. Changes by us**

- 2.1 SkyMesh may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

**3. Changes by you**

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting SkyMesh on 1300 759 637.
- 3.2 If you wish to stop or defer a debit payment you must notify SkyMesh in writing at least fourteen (14) days before the next debit day. This notice should be given to SkyMesh in the first instance.
- 3.3 You may also cancel your authority for Ezidebit to debit your account at any time by giving SkyMesh fourteen (14) days notice in writing before the next debit day. This notice should be given to SkyMesh in the first instance.

**4. Your obligations**

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request. Direct debits normally occur overnight, however transactions can take up to five (5) business days depending on the financial institution. Accordingly, you acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, you agree that Ezidebit and/or SkyMesh Pty Ltd will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment, or if a transaction is returned unpaid:
  - (a) you will incur a fee of \$3.00 per unpaid transaction imposed by SkyMesh;
  - (b) you may be charged a fee and/or interest by your financial institution; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that Ezidebit can process the debit payment.

- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If SkyMesh Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay SkyMesh Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing rate.

**5. Dispute**

- 5.1 If you believe that there has been an error in debiting your account, you should notify SkyMesh directly on 1300 759 637 and confirm that notice in writing with us as soon as possible so that SkyMesh can resolve your query more quickly.
- 5.2 If SkyMesh concluded as a result of their investigations that your account has been incorrectly debited, SkyMesh will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. SkyMesh will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If SkyMesh concludes as a result of their investigations that your account has not been incorrectly debited, SkyMesh will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to SkyMesh in the first instance so that SkyMesh can attempt to resolve the matter between SkyMesh and you. If SkyMesh cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

**6. Accounts**

- You should check:
- (a) with your financial institution whether the direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - (b) your account details which you have provided to SkyMesh are correct by checking them against a recent account statement; and
  - (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

**7. Confidentiality**

- 7.1 SkyMesh will keep any information (including your account details) in your direct debit request confidential. SkyMesh will make reasonable efforts to keep any such information that SkyMesh has about you secure and to ensure that any employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 SkyMesh will only disclose information held about you:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

**8. Notice**

- 8.1 If you wish to notify SkyMesh in writing about anything relating to this agreement, you should write to Accounts Officer, SkyMesh Pty Ltd, PO Box 255, Fortitude Valley Q 4006.
- 8.2 We will notify you by sending a notice by ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

**Payment by Cheque or Money Order**  
Due to the cost of manually processing small payments, SkyMesh is only able to accept payments by Cheque or Money Order no less than six months in advance. Once your service has been connected, please forward your advance payment to SkyMesh (minimum amount \$150). If you terminate your service, any credit balance will be refunded to you.

# \*SkyMesh Customer Agreement

## Terms and Conditions for each Satellite Service

### Please read this Agreement carefully

Services supplied under this Agreement are provided by **SkyMesh Pty Ltd** (ABN 62 113 609 439) of 37 Baxter Street FORTITUDE VALLEY QLD 4006, trading as "SkyMesh (in this Agreement referred to as "our", "we", "us", or "the Provider") and in part by our Third Party Suppliers. By applying for Satellite Internet access and by using our network you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

### Definitions

**"Agreement"** means this Agreement for the provision and supply of services by us to you as indicated on the Schedule.

**"Application Date"** means the date your completed application is received by us either by online signup, email, fax or standard mail and accepted by us.

**"Australian Broadband Guarantee"** or **"Australian Broadband Guarantee Program"** means the Australian Government's funding Program described in the Australian Broadband Guarantee Guidelines issued on May 31, 2010 and available at [www.dbcde.gov.au/abg](http://www.dbcde.gov.au/abg).

**"Charges"** means the charges payable by you to us pursuant to this Agreement including but not limited to access, usage, default fees, interest, service call-out, repairs and equipment removal fees.

**"CPE"** means customer premises equipment. The CPE includes but is not limited to the satellite dish, outdoor unit, satellite modem and associated cabling.

**"Customer Declaration Form"** or **"Declaration Form"** means the form sent by the Department to a Customer that must be completed by a Customer in order to receive a Service under the Australian Broadband Guarantee.

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

**"Department"** means the Department of Broadband, Communications and the Digital Economy.

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

**"Installation Date"** means the date your Service has been installed and site acceptance has been completed by the Installer.

**"Qualified Site"** means a site that we have determined as being capable of accessing the Service because it has clear line of sight to the Satellite.

**"Schedule"** means the duly completed Satellite Broadband Application Form.

**"Service"** or **"Program Service"** or **"Australian Broadband Guarantee Program Service"** means the supply of a Satellite Broadband Internet access service meeting the performance and pricing requirements of the Program Guidelines that is registered under the Australian Broadband Guarantee and included for supply by us under our Funding Deed, being an Entry Level Service, Threshold Service or Added Value Service as described in this Agreement. A complete list of our Satellite Service Plans can be found at [www.skymesh.com.au/satellite](http://www.skymesh.com.au/satellite).

**"Threshold Service"** means a service as defined in the Guidelines at Section 2.3.1, which includes but is not limited to, access to the Internet at a peak download/upload Data Speed of at least 1024/256 kbps and at least 6 GB per month data usage allowance (of which, at least 3 GB must be offered during peak periods and at least 3 GB during off-peak periods) at a price to you over three years of no more than \$2,500 (GST inclusive) including equipment, installation, connection, account establishment and ongoing provision of service. No additional costs are to be charged to you for non-standard installations.

**"Entry Level Service"** means a service as defined in the Guidelines at Section 2.3.2, which includes but is not limited to, access to the Internet at a peak download/upload Data Speed of at least 256/64 kbps and at least 500 MB per month data usage allowance (with no restrictions within these limits on downloads or uploads or usage time or peak/off peak limitations) at a price to you over three years, including equipment, installation, connection, account establishment and ongoing provision of service, that is appropriately discounted below the threshold price cap, and that appropriately takes into account the speed and functionality of the service and the incentive payment applying to the service. No additional costs are to be charged to you for non-standard installations.

**"Added Value Service"** means a service as defined in the Guidelines at Section 2.3.3, one of which has access to the Internet at a peak download/upload Data Speed that equals or exceeds 1024/256 kbps with a data usage allowance of at least 5 GB per month (with no restrictions within these limits on downloads or uploads or on usage time or peak/off peak limitations). No additional costs are to be charged to you for non-standard installations.

**"Service Commencement Date"** means the date that the Service is activated by us and as advised by us.

**"Term"** means the Term of this Agreement and is for a minimum period of 30 days from the Service Commencement Date to a maximum period not exceeding 36 months or as terminated earlier by either party in accordance with the terms of this Agreement.

**"Third Party Supplier"** means a third party supplier used for the provision of Services provided under this Agreement. This includes the manufacture, supply, installation and servicing of your satellite CPE, as well as the provision of equipment warranty cover.

**"You"** means you, or anyone you allow to use, share or access the Service.

### Australian Broadband Guarantee

This Service is provided under the Australian Broadband Guarantee and the following provisions are required to be included.

The Provider must not change Customer Agreement terms and conditions of an Australian Broadband Guarantee Program Service without first obtaining approval from the Department. The Provider will give the Customer at least 14 days written notice by post or email of the proposed change before the change takes effect.

The Customer is entitled to enter into a fixed-term agreement for the supply of the Program Service for 30 days from the date of the commencement of the agreement. At the conclusion of the initial 30 day Agreement term, the Customer has the right to renew for a negotiated period at a monthly price no greater than the original contracted Price. The maximum Agreement term of the Service may not exceed 36 months from the initial Australian Broadband Guarantee Service Commencement Date.

The Customer may migrate between the Provider's Australian Broadband Guarantee Services within the relevant Service Solution at no cost and is always entitled to return to the original Australian Broadband Guarantee Service.

In circumstances where the Provider ceases to offer broadband services, including Australian Broadband Guarantee Services, the Customer is entitled to terminate the contract without penalty. The Customer understands that they are not eligible for a new Australian Broadband Guarantee Service if their premises had access to, and they declined, a Threshold Service at the time of terminating the contract.

The overall price of the Australian Broadband Guarantee Service provided will not be increased for three years from the Service Commencement Date.

The Provider will provide a free-of-charge 24/7 fault reporting service, and a help desk facility which operates from 8:00 am to 8:00 pm AEST Weekdays and 8:00 am to 5:00 pm Weekends and Public Holidays.

The Provider commits to the Australian Broadband Guarantee Service being available at least 99 per cent of the time, averaged over a quarterly period, excluding scheduled downtimes, which may be performed between midnight and 6:00 am, and excluding outages caused by CPE failures.

In the event of a Service outage or fault for which the Provider is responsible, the Provider commits to restoration of the Service within 10 working days and in accordance with the maintenance provisions of the Australian Broadband Guarantee Guidelines. If the restoration timeframes are not achieved, the Customer is entitled to a rebate of the daily charges for the days the service is offline in excess of the restoration timeframes.

The Customer can test the data speed of their Australian Broadband Guarantee Service at [www.abgtest.com.au](http://www.abgtest.com.au). The Provider will provide the Australian Broadband Guarantee Service with average data download and upload data speeds of at least 60 per cent of the Service's nominated peak speeds at least 85 per cent of the time as measured according to a prescribed Australian Broadband Guarantee testing schedule. The Customer is entitled to a 50% rebate of the daily charges for any days the speed of the service fails the Australian Broadband Guarantee testing schedule, excluding periods of Service outages.

The Provider will provide a means for Customers to check their usage on at least a daily basis, either by email or online.

The Provider commits to provide the Customer with full information about the Australian Broadband Guarantee Service, as required under the Australian Broadband Guarantee Program.

The Customer agrees to provide a truthful declaration to the Provider (and hold any relevant supporting documentation) so that the Provider can make a claim for an incentive payment.

The Provider commits to the connection of a new Australian Broadband Guarantee Service within 30 calendar days (unless a longer time frame has been approved by the Department) of the Customer returning both the duly completed Schedule and Customer Declaration Form, and agreeing to these terms and conditions.

The Customer consents to their details being provided by the Provider to the Department, and potentially other appropriate agencies for the purposes of the Australian Broadband Guarantee Program administration, regulation and evaluation, and policy development.

The Provider shall not assign the whole or any part of this Agreement to another party without the prior written consent of the Department.

The Provider will provide timely and appropriate servicing of CPE for the first 36 months of the Service during which the Provider will not charge call out fees (unless the Customer is located in Remote Australia) or repair charges (including labour charges) unless the failure of the CPE could have reasonably been prevented by the Customer.

# \*SkyMesh Customer Agreement

## Terms and Conditions for each Satellite Service

Where a Customer is located in Remote Australia (as defined in the Australian Broadband Guarantee Guidelines 2010-11), the Customer will be responsible for payment of reasonable travel costs in years two and three of the Program Service. An estimate of reasonable travel costs will be provided to the Customer prior to the Service Commencement Date and also for approval prior to the repair being scheduled.

Regardless of the ownership of the CPE, the Customer shall ensure that the CPE is insured against all risks whilst in their possession and under their control. The Customer agrees that they have the appropriate authority to authorise installation of the Service at their premises.

### Service Description

Subject to Australian Broadband Guarantee performance requirements, any transmission speeds referred to by us refer to the peak theoretical speeds achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different from the theoretical speeds. Speeds may vary for reasons which include but are not limited to:

- Third Party Supplier network congestion;
- Third Party interference or physical/topological interference and inclement weather;
- Internet Congestion;
- Contention ratios; and
- Errors in the configuration of your equipment or software.

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 acknowledge that the CPE is not bundled with the Service we provide you.

### Term of this Agreement

This Agreement commences on the Service Commencement Date and will continue for a period of 30 days from the Service Commencement Date or until the Service is terminated by either party in accordance with this Agreement. 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.

### Ownership of Equipment

Ownership of all equipment used in the supply of the Satellite Service which includes but is not limited to the satellite dish, outdoor unit, modem and associated cabling automatically passes to you upon installation at your premises. If our claim for an incentive payment is unsuccessful because you provided incorrect or inaccurate information, or an untruthful declaration, ownership of the equipment reverts to us and we have the right to terminate the Service and recover the equipment from your premises.

### Technical Support

Our Service includes free technical support for the installation and commissioning of the Service plus technical support relating to the diagnosis and resolution of service related faults. This support is only provided by email, fax, telephone and via our website apart from the connection of the equipment by our installation contractor at your premises prior to the commencement of the Service.

You are able to lodge a fault via our Help Desk or phone message system by calling our help desk on 1300 662 331.

Support requests may also be lodged via email to [support@skymesh.com.au](mailto:support@skymesh.com.au) or via fax to 1300 859 637.

On Site visits, including service calls to repair faulty equipment are charged at our Service contractor's then current service call-out rates plus travel costs except where the fault is found to be covered by Warranty in which case the charge will be nil.

### Acceptable Use Policy

You agree that the Services may only be used for lawful and authorised purposes. You agree to conduct yourself or allow anyone using the Service to conduct themselves in a responsible and considerate manner at all times. Storage, transmission or distribution of any material in violation of any Commonwealth, State or Territorial law is prohibited. This includes copyright material, material legally judged as threatening or obscene, defamatory material or material protected by trade secret.

Any attempt to disrupt or interfere with users, Services or equipment, or unauthorised access to system areas and information on our network or any systems connected to our network, is strictly forbidden and may result in the termination or suspension of your access. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolisation of Services, propagation of or transmission of information or software which contains computer worms, Trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machine accessible via our network, causing or attempting denial of service attacks, sending harassing or threatening e-mails and forgery or attempted forgery of e-mail messages.

You acknowledge that we determine the priority of the traffic carried on our network and that the use by you of programs, such as peer to peer file sharing applications, that place a continuous or excessive load on our network and affect the service speed for other users is inconsistent with our Acceptable Use Policy and we may limit or cease the transmission of such traffic at our discretion.

You acknowledge that satellite services have high latency which can make them unsuitable for latency sensitive applications including audio and video streaming and conferencing, terminal services (remote access), online share trading, online auctions, online gambling and Internet gaming, and that secure sites such as Internet banking can be slow to access and use.

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

You agree that you will not send unsolicited bulk emails via any method, and you further agree not to send threatening or abusive emails using our network.

You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service (unless specifically legislated). You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Service, and you agree not to disclose this to any other person.

You are responsible for securing your computer and your home wireless or wired network.

You agree that any data transmitted to and from your modem will be counted towards your monthly data allowance regardless of whether or not you requested it.

You must notify us immediately if your username and/or password are lost or you think that your username and/or password are being used without your authorisation. You will be responsible and liable for any unauthorised use of the Service.

### Our Obligations to you

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

The Service can only be provided to Qualified Sites. We accept no liability or responsibility whatsoever for providing Services to sites that are not Qualified Sites. We will use our best endeavours to ensure a continuous Service, however this is not guaranteed.

We will protect any personal information you provide us in accordance with our obligations under the Privacy Act 1988 (Cth) as amended however you acknowledge that certain information such as your name, address and declaration details will be given to the Department.

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

### Your Obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information including changes to credit cards (including credit card expiry dates), bank account and contact details.

You must pay for the Service over the full Agreement Term, and acknowledge that our payment terms are monthly in advance.

Should your credit card or direct debit account not be able to be debited for any reason, you will be considered in default and we reserve the right to disable your account and to collect all outstanding fees and charges including those charges incurred as a result of your default in payment.

You agree that on the termination of this Agreement, you allow us or our nominated representative access to your premises to collect equipment owned by us as outlined under the Termination clause of this Agreement. If you move or sell your property you must contact us immediately to arrange for the collection of any equipment owned by us. You will still be liable for your monthly Access Fee for the remainder of the Agreement Term. If you vacate your property and wish to take your Service to your new address, or if you wish to move the equipment from one location to another on your property, you will be liable for all costs involved in removing and reinstalling the equipment, and you acknowledge that this can only be performed by one of our authorised Service Contractors. You further acknowledge that there are no guarantees that we can connect you at your new address. If we cannot connect you, you remain liable for the abovementioned fees. If you move and the new occupant wishes to take over your Service, we will novate your Agreement over to the new occupant. Once the new occupant signs the Agreement, you will be discharged of all your obligations under the Agreement and no further fees or charges will be due and payable by you.

# \*SkyMesh Customer Agreement

## Terms and Conditions for each Satellite Service

You are responsible for providing all necessary equipment for the connection to the Service, including computer equipment, network card, network switches and a stable 230 Volt AC electricity supply.

You acknowledge that we are providing a residential grade broadband Internet Service, not a fully guaranteed business grade Service. If you use your Service for business use, you are responsible for providing a backup service such as dial-up for use during outages.

In the event of loss or damage to the equipment not covered by Warranty we will, at our discretion, repair or replace the equipment and you will be responsible for all costs incurred including but not limited to cost of repair or replacement of the equipment, cabling or fixings, travel costs etc.

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 10% per annum calculated daily and compounded monthly.

You will indemnify us and any Third Party Suppliers 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.

You agree that we may use Third Party Suppliers for the provision of this Service and you agree that you will not contact any of our Third Party Suppliers, other than in response to their communications. You acknowledge that if you do contact one of our Third Party Suppliers, other than in response to their communications, that you will be liable for all costs imposed on us by our Third Party Supplier.

### 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 us and our Third Party Suppliers safe access to the customer premises if required; and
- ensure that we and our Third Party Suppliers are provided with sufficient and timely access to the customer premises to enable us to provide the Service.

If you do not have control or have access to the premises in which the Service is delivered, you must:

- procure for us and our Third Party Suppliers all such access to the premises as may be required; and
- indemnify us and our Third Party Suppliers against any claim by the owner or occupier of the Service premises, or any other person, in relation to the entry of those premises.

### Interference with the Equipment

You agree that neither you nor any other person (except us or our nominated installer or representative) will or attempt to carry out any modifications, maintenance, realignment or repair of any supplied equipment without our prior approval. Any item damaged or discarded by you whether purposefully, maliciously, accidentally or due to ill-will, mistreatment, undue care or otherwise will be repaired or replaced at your expense. We reserve the right to inspect the equipment to determine the fitness of the equipment to continue to provide the Service under the Agreement and we may at our sole discretion decide to terminate the Agreement if you refuse to pay for the repair or replacement of damaged equipment.

### Termination

You may cancel this Agreement in whole or in part by giving us at least thirty (30) days written notice. Your Service will be cancelled 30 days after we confirm receipt of your written notice of cancellation (Cancellation Date). The Agreement will remain in force until the Cancellation Date and a pro rata period fee applicable to the Cancellation Date will be due and payable on the day we receive your written notice of cancellation.

We may cancel this Agreement in whole or in part by giving at least thirty (30) days notice in writing to you specifying a termination date provided that notice of cancellation does not take effect prior to a period of three (3) years from the Service Commencement Date. Provided that all payments due up to the termination date have been paid, we will carry out our obligations under this Agreement to such date.

We may cancel this Agreement on notice to you if:

- a) You become bankrupt or go into liquidation or make any arrangement for the benefit of your creditors or become subject to official management;
- b) You breach the warranties contained in the Interference clauses hereof; or
- c) You breach any of your obligations under this Agreement and fail to remedy the same within thirty (30) days after receipt of written notice from us requesting you to do so.

You may cancel this Agreement on notice if SkyMesh Pty Ltd:

- a) Goes into liquidation or makes any arrangement to benefit its creditors or has a receiver or official manager appointed; or
- b) Breaches any of its obligations under this Agreement and fails to remedy the same within thirty (30) days after receipt of written notice from you requesting us to do so.

Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

On the termination of this Agreement, you agree to allow our nominated representative access to your premises to collect any of our equipment used in the supply of the Service, except where the ownership has already passed to you. Further, you agree that we or our nominated representative may leave the Satellite mount and cabling in place, including the wall plate or socket, otherwise you agree to make good any repairs at your expense.

### Limit of Liability

- a) SkyMesh does not warrant that the Service will be free from interruptions, dropouts, delays, faults or errors. SkyMesh will not be responsible for any loss and/or damage to You or Your business that may result from any interruptions, delays, faults or errors in the supply of the Service.
- b) All terms, conditions and/or warranties that may be implied into this Agreement, statutory and otherwise, relating to the provision of the Service by SkyMesh are excluded to the fullest extent permitted by law.
- c) SkyMesh's liability for breach of any term, condition or warranty, or under any remedy implied by law, which cannot be lawfully excluded, will be:
  - (i) limited (if permitted by law), at SkyMesh's option, to the repair or re-supply of equipment or Service or the payment of the cost of having the equipment or Service re-supplied; and
  - (ii) reduced to the extent that such liability is caused by Your negligent acts and/or omissions and/or breach by You of the terms of this Agreement.
- d) The aggregate liability of SkyMesh for all direct, indirect and consequential losses (including loss of business, revenue, profits, use, data or other economic advantage), damages, costs, expenses, actions and claims arising out of, or otherwise in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the amount you would be liable to pay to us for twelve months access to the Service.
- e) SkyMesh has no liability to You or to any other person, for:
  - (i) the acts or omissions of any third party, including the suppliers which have been engaged by SkyMesh for the purpose of supplying or maintaining a Service supplied to You under this Agreement;
  - (ii) faults or defects in Services which are caused by Your own conduct or misuse or the conduct or misuse of others;
  - (iii) faults or defects that arise in telecommunication services provided to You other than under this Agreement;
  - (iv) any loss of profits, loss of data, loss of bargain and damage to reputation or for any form of indirect or consequential loss, whether in respect of breach of contract, equity, negligence, intended conduct, tort or otherwise, arising out of, or in connection with, the provision of the Service or this Agreement;
  - (v) faults or defects in the Service that arise due to equipment or cabling owned by You or otherwise in Your control; or
  - (vii) faults or defects in the Service that arise due to failure by You or any third party (other than a contractor or agent engaged by SkyMesh) to appropriately maintain any equipment or cabling relevant to the supply of the Service.

### IP Address Space

You agree that any IP address allocated to you in connection with the Service may change from time to time, and the IP addresses always remain our property or the property of our Third Party Suppliers.

### Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

### Assignment

You may not assign any of your rights or obligations under this Agreement without our express prior written consent.

### Credit Information

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

### Notices

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

- For ordinary post, two business days after dispatch by ordinary post.
- For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.