

HIGHWAY INTERNET SERVICES PTY LTD – ABN 14 088 130 269

Please complete and post to PO Box 461, Mudgee NSW 2850 or fax 63720963

ACCOUNT DETAILS

Billing Name: _____

Residential Address: _____ PCode: _____

Contacts: _____

Contact Numbers: Home: _____ Business: _____

Fax: _____ Mobile: _____

CONNECTION DETAILS - (please note that your chosen username becomes the first part of your email address)

Computer Type: Vista / XP/ MAC /Other _____

Username:

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 Password:

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Alternate Username:

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 (if first choice is not available) (Password MUST include at least 2 numbers)

ACCESS PLANS

Account creation fee \$ 11.00

Lite - 5hrs/mth @ \$5.50/mth (unlimited megs / excess hrs @ \$3.30/hr)

10hrs/mth @ \$11.00/mth (unlimited megs / excess hrs @ \$2.20/hr)

*Unlimited Hours/ 500Mb downloads @ \$19.95/mth (excess megs @ 22cts/mb)

*Unlimited Hours/ Unlimited downloads @ \$24.75/mth

*** Payment options for Unlimited Hours plans are monthly by credit card payment or 3 mths advance by cash/chq**

Block of 100hrs @ \$110.00 (hours valid for 6mths with no minimum monthly usage)

Unused hours in monthly plans do not carry forward into the next month. Unused hours in block plan expires after 6mths. Blocks automatically renew upon expiry or when all hours are used up.

Unlimited plans : 4hr max session time. No simultaneous logins allowed. If paying by cash/ chq, account must always be kept in credit.

NB: Cash/chq payments must be made by the due date as specified on your account. Failure to do so may lead to the account being disabled and an \$11 reactivating fee will apply. ***Please note that your account is **emailed** to your email address at the start of each month***

TOTAL PAYMENT Cheque / Cash / Credit card \$ _____

I authorise Highway Internet Services Pty Ltd to charge my credit card accordingly each month: \$ _____

Card Type: Bank / Visa / Master Card Expiry Date:

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Card Number:

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Name On Card: _____ Signature: _____

I have read the "Conditions of Use – Highway Internet Services Pty Ltd" and agree to the terms and conditions thereon.

Date: _____

Subscriber Signature: _____

Referred by: _____

CONDITIONS OF USE – Highway Internet Services Pty Ltd - ABN: 14 088 130 269

The Provider, Highway Internet Services Pty Ltd, ACN 088 130 269, (hereinafter referred to as HWY) and the Subscriber (being an entity subscribing to HWY for the provision of Internet services) agree that by accessing HWY's Internet services, they accept, without limitation or qualification, the following terms & conditions, as well as those listed at <http://www.hwy.com.au>:

- By using the service, the subscriber accepts to be bound by the latest terms and conditions found at <http://www.hwy.com.au>. The provider reserves the right to terminate the service on breach of these conditions.
- The subscriber is required to have a prepaid financial plan for their account to be accessible. Where the account is not maintained in credit, the provider reserves the right to apply casual rates on overdue accounts and the right to suspend accounts until appropriate payment is received. It is the subscriber's responsibility to contact the provider if there is to be a problem paying the account, or if they wish to query the account balance.
- HWY Internet pricing is subject to change without notice and the provider reserves the right to refuse refunds for unused hours. Written notification must be given thirty (30) days in advance should the subscriber wish to change access plans.
- The subscriber is responsible for keeping track of usage, between monthly accounts being sent.
- It is the subscriber's responsibility to disconnect the service after each session of Internet use. Excess usage resulting from the subscriber's failure to disconnect will not be refunded.
- Thirty (30) days written notice is required for cancellation of the service. Minimum monthly charges and/or set-up fees are not refundable where subscriptions are terminated by the subscriber prior to the subscribed period.
- The account holder is responsible for ensuring that their computer is dialing the most appropriate number for their location, and is aware of and responsible for all associated Telstra charges.
- As the account holder, the subscriber confirms that they are 18 years of age or older. If the subscriber allows a minor to use the service, they should provide supervision as they will be held accountable for their activities.
- The subscriber is responsible for the maintenance and security of their unique system username and password. Any use of the system using the correct username and password will be deemed as authorised and charged to the appropriate user's account. Where the subscriber allows a third party to use the service in their name, the subscriber will be responsible for their activities.
- HWY provides the subscriber access to the Internet and cannot be held responsible for any inadequacies or faults found within the Internet that may occur. If a fault occurs within its own network, HWY will endeavour to rectify it as soon as possible.
- HWY reserves the right, with or without notice to the subscriber, to temporarily withdraw the service for any purpose including maintenance, emergency procedures and repairs.
- The provider will expand the service to meet average demands however will not be held responsible if the subscriber finds difficulty connecting during peak periods.
- The subscriber agrees to regularly check and remove any email from the HWY mail server as the provider uses this service to communicate account status and system information.
- The provider does not claim proprietorship or responsibility for material accessed via the Internet. This includes the newsgroup material that is circulated around the systems.
- The provider is not responsible for any programmes/software used by the subscriber. It is the subscriber's responsibility to register any software downloaded from, or used in conjunction with the service.
- The provider will endeavour to maintain security, however, will not be responsible for events such as hacking or system failure, resulting in loss of email or other data stored on our system.
- All costs associated with dishonoured cheques will be charged to the account holder.
- The provider will not be held responsible for any activities or data produced as a result of activities of users deemed as illegal or being of an offensive or inappropriate nature. The Provider reserves the right to deny such users access.
- The provider will not be held responsible for any damage or malfunction of a user's computer system, directly or indirectly, resulting from usage of the service, including lightning strikes while connected to the service and defective programs or viruses obtained through the service or hacking.
- The provider reserves the right to refuse user account renewal.
- The provider reserves the right to amend these terms and conditions of use as deemed necessary.
- If the subscriber is unclear about any aspect of the above terms and conditions, it is their responsibility to contact the provider for further clarification. The continued use of the service acknowledges understanding and acceptance of these conditions.

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

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