

Obbotech Ltd trading as MonkeyNet

Terms and Conditions of Use of Service

1. Installation and Equipment

- 1.1 **Wireless services** are not available in all areas; coverage is based on LOS (line of site) to our tower sites. We can ascertain if service should be available, a free site survey is available to confirm service before the installation.
- 1.2 **Move of Address** The customer must leave ALL equipment in place. We will remove equipment at the existing home free of charge and move your connection to another address if service is available. We require 14 days written notice for planning.
- 1.3 **Disconnection** We require 14 days written notice for disconnection, our technician will remove your router, antenna and mounting hardware free or charge.
- 1.4 **Ownership** All equipment (Wireless dish and mounting hardware, Router, Power supply) remains the property of MonkeyNet unless stated. Any missing or damaged equipment will be invoiced to you.
- 1.5 **Travel** may apply to some installations and visits with a fixed and per KM rate applying.
- 1.6 **Standard Install** This includes a LiteBeam or PowerBeam Ubiquiti antenna, router, roof mount, 20 metres of outside CAT6 cable and up to three hours labour.
- 1.7 **Router** We will provide a managed hAP ac Lite Mikrotik router. This is a Dual band Access Point, which provides Wi-Fi coverage for both 2.4GHz and 5GHz frequencies. As this is a managed device you will need to contact us if you need to change the Wi-Fi password or add any port forwarding. It is also very important not to turn router off as we may think you have a fault with your connection and it may prevent us from doing important software updates which may result in loss of service.
- 1.8 **Access** You will allow us access to your premises at all reasonable times and on reasonable notice 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 to access the property to conduct any or all of the above activities.
- 1.9 **Damage to property** all installations are undertaken at the property owners/occupants risk, we will not be liable for damages to property that occur in the process of an installation. All possible steps will be made to avoid or minimise any risk of damage to property however property owners/occupants should also take steps to reduce potential for damage.
- 1.10 **Health and Safety** any installations in conditions deemed by our technician to be unsafe will not be undertaken, appropriate measures must be provided by the property owner to allow for a safe installation.

2. Payments & Billing

- 2.1 **Payment** Unless stated payments for accounts will be made MONTHLY by the way of Direct Debit or Automatic Payment. You must pay the amount set out in your bill by the Billing Due Date.
- 2.2 **Overdue accounts** if your account is more than one month overdue for payment we may restrict your service or you may be disconnected. In the event of your service being disconnected all outstanding monies must be paid in full.
- 2.3 We will E-Mail to you and/or make available your bill 14 days prior to your billing date. You can also view your bill by visiting the Customer Login Portal on the MonkeyNet website.
- 2.4 Your billing period will begin on the day of your connection and reoccur monthly on the same date.
- 2.5 Unless stated otherwise, our charges are GST inclusive

3. Your Responsibilities

- 3.1 **Instructions of use** Follow our instructions about using the service
- 3.2 Immediately report to us any misuse of your services.
- 3.3 Keep confidential any passwords and account details you use to access our services.
- 3.4 **Loss or damage** you must provide a suitable operating environment for the equipment; take reasonable precautions to protect the equipment from tampering, theft or other loss or damage.
- 3.5 Do not to use the service to breach anyone else's rights or to break the law.
- 3.6 Do not knowingly introduce malicious software, or interfere in any other way with anyone else's computer system or use of the Internet.
- 3.7 Do not reproduce, distribute, copy, download or transmit any copyrighted material unless you own or control the relevant rights or have obtained all the licences and approvals.
- 3.8 Do not interfere, disrupt or hack any part of the MonkeyNet service, its content or data.
- 3.9 **Sharing Policy** This connection has been provided for only one household/business. Any additional dwellings must have their own separate connection.

4. Service Guarantee

- 4.1 **Faults & Warranty** MonkeyNet will replace any faulty equipment providing the conditions in section 3.4 have not been breached. If found to be in breach you will incur the cost of any replacement equipment and any associated labour costs.
- 4.2 **Wi-Fi** is a non-guaranteed, best effort connectivity source for your home/business and is very much limited by the environment it is in. Other devices including printers, Wi-Fi repeaters, other Wi-Fi access points, will impact on your Wi-Fi connection therefore most homes and offices, may require more than one Wi-Fi access point for good coverage. We can provide a free Wi-Fi survey to design the right Wi-Fi system for your home or office and install additional Wi-Fi repeaters or access points at your cost.
- 4.3 From time to time, due to operational or other reasons outside of our control we may restrict or suspend your service without notice. We will endeavour to restore the service as soon as possible.
- 4.4 We will make every feasible effort to connect and keep you connected on our network. Where service cannot be maintained, either due to changes in our network, trees or other structures in the LOS we will discontinue your service at no further cost.

5. Plans

- 5.1 **Plan changes** existing customers may move to any of the listed plans at any stage. The new charges will be effective on your next Billing Due Date.
- 5.2 Data is calculated in Gigabytes, 1024 Megabytes = 1Gigabyte.
- 5.3 **Advertised speeds** Speeds are not guaranteed for any connection and any advertised connection speeds are subject to environmental factors such as location, line-of-site, and noise/interference. Wi-Fi is unable to be used to determine or verify speed levels due to unknown factors including but not limited to in home interference. Wireless services are best effort.
- 5.4 We reserve the right to alter our pricing structure for the plans at any time. We will give you 14 days written notice of any change by E-mail and/or published on our website.

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6. Termination

- 6.1 We reserve the right to terminate our service without notice if you are found to be in breach of any of our Terms and conditions or if we become aware you are:
- i) Involved in any offensive or illegal behaviour
 - ii) Hacking, spamming or mail bombing
 - iii) You fail to comply with the Terms of your connection
 - iv) Your account is overdue
- 6.2 If your connection is terminated we reserve the right to enter upon any premises and take possession of and remove any equipment without being responsible for any damage within 7 days of termination.

7. Liabilities

- 7.1 By using our services you do so at your sole risk. We do not guarantee that our service will be continuous or fault-free.
- 7.2 We or any third party suppliers are not liable to you, for any direct or indirect losses or damages of any kind. These damages include but are not limited to loss of business, anticipated revenue, work stoppages, computer or software failure or malfunction or any other damage or loss.
- 7.3 MonkeyNet assumes no liability for the corruption of any data or information transferred over the network.

Fair Use Policy

We may apply our Fair Use Policy if we consider your usage of our Services is excessive or unreasonable.

While our services are unlimited in order for everyone to get the best possible service we may enforce our Fair Use Policy. This may be done if we consider your usage to be:

1. Excessive or
2. Inconsistent with average customer usage patterns

As such we may contact you to let you know that you are in breach of our policy and request that you alter or stop such activity. If your excessive or unreasonable usage continues, we may without further notice suspend, modify, restrict or withdraw your access to the Services.