

Enhanced Solutions Limited, Acceptable Use Policy and Agreement

Glossary of Terms

“The ISP” means: Enhanced Solutions Limited, and should be read to include “us”, “our”, or “we”.

“User” includes bodies’ corporate or unincorporated, partnerships, trusts, local or public authorities and any other entities or combinations thereof. Where a pronoun is used in this document, it should be read to include “he”, “she”, “his”, “her”, “hers” or “its”.

1. This Agreement

1.1 This agreement applies to all customers of Enhanced Solutions Limited.

1.2 Enhanced Solutions Limited Acceptable Use Policy applies to anyone who accesses our site, or subscribes to any of our services.

2. Complying with these Policies

2.1 By using Enhanced Solutions Limited, you agree to comply to this Acceptable Use Policy and with other Policies which apply to particular services provided by Enhanced Solutions Limited.

2.2. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE FOLLOWING ACCEPTABLE USE POLICIES AT ANY TIME YOU MUST IMMEDIATELY CEASE USE OF OUR SERVICES and must send notice of account cancellation in writing to Enhanced Solutions Limited. The user remains liable for any applicable charges incurred to that time. No penalty will apply to such cancellations except as otherwise specified in this policy or our General Terms and Conditions.

3. Changing Policies

3.1 Enhanced Solutions Limited may at any stage change this policy. We will notify you of changes to this policy by posting an updated version of the policy on our client portal linked from <http://aonet.co.nz> .

Any changes apply from when they are first posted on the web site.

4. Initial Provision of Wireless Broadband

4.1 For transitions from other broadband services and service providers, it may take up to 15 working days from the day you agree to take Enhanced Solutions Limited for us to begin to provide the services to you. It may take longer if you request that we start the service to coincide with the completion of any third party service providers billing cycle. These times are an indication only and not a guarantee.

4.2 For a new installation of Enhanced Solutions Limited it may take up to 10 working days from the day you are informed of a positive signal test.

4.3 You will ensure that all information regarding your Enhanced Solutions Limited account application is correct and complete. You acknowledge that any incorrect or incomplete information could adversely affect the length of time it takes to connect you to Enhanced Solutions Limited and could impact on our ability to provide adequate services.

5. System Abuse

5.1 System Abuse is strictly prohibited. Enhanced Solutions Limited may terminate or modify service immediately and may bill for any resulting support charges if the client engages in system abuse. Following is a list of actions, which are defined to be system abuse. This list is non-exclusive; any action about which there is any doubt should be referred to Enhanced Solutions Limited Internet for evaluation.

- Attempting to circumvent user authentication or security of any host, network, or account on Enhanced Solutions Limited systems or the Internet at large ("hacking").
- Attempting, in any way, to interfere, alter, dismantle, or otherwise "Hack" equipment including wireless receiver, router and other hardware that enables the service at your location, or any location where Enhanced Solutions Limited equipment is installed.
- Attempting, in any way, to interfere with or deny service to any user or any host on the Internet. This includes, but is not limited to: the spawning of an excessive number of processes, Consuming excessive amounts of memory, central processor time, hard disk storage space, and abusing any general system resources on the Enhanced Solutions Limited network or its servers.
- Port scanning or investigating network configuration without the permission of Enhanced Solutions Limited.
- Running server type services from your broadband connection without express permission from Enhanced Solutions Limited.
- Engaging in harassment, whether through language, frequency, or size of messages.
- Users are not permitted to send multiple unsolicited email (Spam) to single or multiple users including, but not limited to, advertising email.
- Adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee. (This also violates the Privacy act)
- Using an Enhanced Solutions Limited account or network connection to collect replies to messages sent from another provider which violate these rules or those of that provider.
- Excessive use of P2P downloading programs.
- Intentionally introduce anything harmful or destructive (such as viruses, worms, Trojan horses, time bombs or bots) to, or interfere in any way with, our or anyone else's computer system(s) or wireless communications services.

If we feel that you have been abusing our system, we will not hesitate to disconnect your service indefinitely. In some cases, we may also add an additional charge and possibly prosecute. Any failure to obey these rules will result in a warning. If we consider the breach to be sufficiently serious (at our discretion), you agree that we may disconnect your services without liability to you.

6. Fair Use

All our Services are subject to what we regard is Fair Use. We may apply this Fair Use Policy where in our reasonable opinion your use of our Services is excessive and/or unreasonable as detailed below. We have developed this Fair Use Policy by reference to average customer profiles and estimated customer use of our Services.

· If your use of our Services excessively exceeds your data subscription over any month, then your use may be deemed excessive and/or unreasonable.

· If your use of our Services exceeds estimated use patterns over any month, then your use may be deemed excessive and/or unreasonable.

If your use is excessive and/or unreasonable Enhanced Solutions Limited may in the first instance contact you to advise that your use is in breach of this Acceptable Use Policy. We may then request that you stop or alter your use to come within our Fair Use Policy. If you're excessive or unreasonable use continues after receipt of a request to stop or alter the nature of such use, we may without further notice, apply charges to your account for the excessive and/or unreasonable element of your use; suspend, modify your plan or restrict your use of our Services. In extreme cases we may withdraw your access to our services altogether.

7. Your Responsibilities

7.1. Users must make sure that all information you give us about yourself is correct.

7.2. You agree to notify us immediately of any change of your address, phone number or preferred contact email address.

7.3. Users are not permitted to involve themselves in any actions that may be deemed "Hacking".

7.4. You agree that you have not received any warnings, had your account suspended / closed or had an account declined by any previous Internet access service provider you have used.

7.5 You will be responsible for protecting your computer against any virus, unauthorised access and spam. We recommend that you install appropriate firewalls, spam filters and anti-virus software as we do not provide any spam or virus protection on top of email spam and virus protection. We accept no liability in relation to any virus, unauthorized access or spam experienced by you.

7.6. General guidelines and repercussions can be found under 'Acceptable Use Policies' in this section.

7.7. All supplied Customer Premises Equipment (Typically an external radio, power injector, and cabling) remain property of Enhanced Solutions Limited. If the customer moves or terminates service Enhanced Solutions Limited will arrange for recovery of that equipment while the customer still has access to the premises.

8. Use of Services

8.1. Your password and connection is for use only by you and the immediate household members/company.

8.2. Passwords are under your control and unauthorized use, including any charges associated with that use, is entirely your responsibility. However, if you can produce sufficient evidence that someone has accessed your account from outside your household/company we can investigate.

There is a minimum fee for this service of \$50.00, which may be refunded provided the following conditions are met:

- Criminal charges can be laid on the individual that accessed your account. or You can prove you took reasonable efforts to maintain confidentiality of your username and password.

8.3. It is illegal to view certain types of information (notably certain types of pornographic material) in New Zealand. Users of the ISP may not break any laws while using the services.

The availability of such material on the Internet is beyond the ISP's control. If you are aware of illegal material being accessed on your account, please advise us immediately.

9. Privacy

9.1. During the operation of an Internet system, it is occasionally necessary to monitor information. The ISP reserves the right to monitor any traffic through the system.

9.2. Information may be recorded electronically - including but not limited to the amount of data transferred and any relevant personal details.

9.3. All customer information will be kept in accordance with the New Zealand Privacy Act 1993.

9.4. Information disclosure may be made by Enhanced Solutions Limited to satisfy laws, regulations or governmental requests; to operate the Service properly; to protect itself or its members or to enhance services that we provide. We may monitor or record calls to customer services for training purposes and to improve service quality.

9.5. You can at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information. 9.6. You agree that we can collect information about you (such as your home address, phone number and evidence that you will be able to pay for our services) and the ways that you use our services. We will ask you for this information or we will obtain it from our records. You agree that all the information you give us is correct and complete. You agree that we can use this information and can pass it on to our employees, contractors, agents and suppliers for a range of lawful purposes connected with our business operations, including, but not limited to:

- complete credit checking
- provide services to you
- administering your account;
- recover overdue accounts
- keep you informed about our services
- looking at ways in which we can improve our services
- sending you bills

9.7 You agree that we can use the information we have collected about you to keep you informed about services offered by Enhanced Solutions Limited and our carefully selected business partners, unless you have told us that you do not want to receive this information.

10. Ending the Agreement (and Individual Services)

10.1. Either party may terminate the contract upon the supply of one month written notice.

10.2. If you request cancellation, the process is considered complete upon the receipt of a confirmation from Enhanced Solutions Limited.

10.3. Upon termination of the user's access to the services, all payments due by the user to the ISP under these Terms and Conditions will be immediately due and payable, and the user agrees that any such monies will be paid to the ISP immediately upon demand. In the event that a term contract applies to your connection then there may be extra charges and fees for the disconnection and removal of equipment that will also become immediately due and payable.

10.4. No refund is given on monthly fees paid in advance, where you terminate a service part way through the period for which you have paid.

11. Quality of Services

11.1 You acknowledge that any claims made about speed of service are best effort peaks and not guarantees. Speed claims are line speeds only and no guarantees are made for national and international traffic, or any particular type of traffic.

11.2 Latency is not guaranteed, but should remain well below 200ms one-way across the line only. There are no jitter guarantees.

11.3 This service is not guaranteed to be fault free or continuous. All effort is made to provide a quality service.

11.4 It is your responsibility to ensure the "line of site" of your wireless receiver remains uninterrupted after the installation has been completed; it is over to you to arrange removal of trees, alterations to building consents etc that may come to interfere with your service over time.

11.5 P2P File sharing applications are not supported by the Wireless Network, there is no guarantee P2P client programs will function with our services, nor will we provide support or access for such clients as:

- Fasttrack (Kazaa, KazaaLite, Diet Kazaa, Grokster, iMesh, giFT, Poisoned, mIMac)
- Gnutella (Shareaza, XoLoX, , Gnucleus, BearShare, LimeWire (java), Morpheus, Phex, Swapper, Gtk-Gnutella (linux), Mutella (linux), Qtella (linux), MLDonkey, Acquisition (Mac OS), Poisoned, Swapper, Shareaza, XoloX, mIMac)
- Gnutella2 (Shareaza, MLDonkey, Gnucleus, Morpheus, Adagio, mIMac)
- DirectConnect (DirectConnect (AKA DC++), MLDonkey, NeoModus Direct Connect, BCDC++, CZDC++)
- eDonkey (eDonkey2000, eMule, xMule (linux), Shareaza, MLDonkey, mIMac, Overnet)
- Souseek (Souseek, MLDonkey)
- BitTorrent (BitTorrent, BitTorrent++, Shareaza, MLDonkey, ABC, Azureus, BitAnarch, SimpleBT, BitTorrent.Net, mIMac, BitComet)
- Blubster (Blubster, Piolet)

- WPNP (WinMX)
- Warez (Warez)

- Other P2P (Any other software the ISP regards as “P2P” software)

12. Paying for Our Services

12.1 Under these terms and conditions you agree to pay for all the services that we provide to you and charge to your account (even if someone else uses those services; such services will be treated as having been used by you) by the due date shown on your bill.

12.2. The billing cycle for our Internet connections is from the 1st day of each month to midnight of the last of the month

12.3. The ISP will regularly issue the user a tax invoice (either electronically or on paper) for use of the services

12.4. All invoices are due 14 days from the date of issue unless specified on invoice and are payable by Cheque, Automatic payment, Credit card or Paypal.

12.5. Some charges may be billed one month or more in advance or arrears.

12.6. Any plan changes must be made before the 1st of every month.

12.7. Enhanced Solutions Limited reserves the right to restrict or suspend service for non-payment at any time with or without notice.

12.8. Credit will not be given for periods where access to the service has been limited resulting from non-payment. Additionally - the client agrees to pay any legal, debt collection and/or processing fees should this prove necessary.

12.9. Any hours or data usage that you do not use as specified in your pricing plan within the relevant billing period cannot be accumulated, nor can you claim a refund from us.

12.10 Please contact us if you have any questions about your bill. If we agree that we have made a mistake then we will correct the bill. If we have found that there is no mistake and the due date for the bill has already passed, you agree to pay the bill straight away. If you have not contacted us before the due date shown on your bill, then you agree to pay the full amount.

12.11 If your account is overdue we may:

- Suspend any or all of the services that you have asked us to provide;
- Charge you any disconnection and or reconnection charges;
- Continue to charge you any recurring monthly charge applicable for those services during the period of suspension, until such time as you provide notice of your intentions to withdraw from using our services 30 days from the date of notification.
- Remove any wireless equipment at your installation point and charge you any applicable costs including but not limited to early disconnection fees.

· Charge you an overdue account fee (also known as a late payment penalty) for every month you have an overdue balance.

12.12 If you fail to pay your account on time and should an out sourced agency be required to recover any outstanding monies, you agree to pay all charges including, but not limited to: collection fees; legal fees; and any cost incurred by the ISP in recovering this sum.

13. Credit

13.1. The ISP may from time to time require the user to provide credit references. The user irrevocably agrees that the ISP may make any enquiries deemed necessary to provide or to continue to provide the user with credit facilities.

13.2 You agree that we may pass on information about you to third parties so they can run credit checks on our behalf.

13.3. Services may be terminated and/or wireless equipment removed without notice if in the ISP's sole opinion the user becomes a credit risk.

13.4. The user is entitled to see, and to correct, any credit information held by the ISP about the user.

13.5 You may have to pay us a deposit before you can use, or continue to use, our services. We will notify you if this is required.