

Welcome to **Wicable's High Speed Internet Access (HSIA)** network.

Ultimate Web Services Trading As "WiCable" and its local affiliates and/or distribution partners (collectively "WiCable") are pleased that you have chosen WiCable's High Speed Internet Access service (the "Service"). Our goal is to provide you (the "Customer") with a high speed, high-quality Internet experience. This Agreement (the "Agreement") has been designed to protect our Service, our Customers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this agreement prior to accessing the Service. All users of the Service must abide by this Agreement. Your violation of this Agreement may result in the immediate suspension or termination of either your access to the Service and/or your WiCable account.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this Agreement. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY WICABLE CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

1. **Your Subscription.** Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a Customer unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer.
2. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:
 - Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
 - Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
 - Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
 - Post, transmit, or disseminate content that is illegal, threatening, abusive, libellous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
 - Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
 - Collect or store personal data about other users.
 - Use an IP address not assigned to you.
 - Violate any other WiCable policy or guideline.
 - Resell or redistribute the Service to any third party via any means.
2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or proprietary rights of any party. WiCable assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
4. **Liability.** Under no circumstances shall WiCable be liable to guests of this property for any indirect or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost revenue, or damages to third parties as a result of the use of the HSIA network and/or the Internet link associated with it. WiCable believes the primary concern to be outages that may occur with the Internet and World Wide Web that are beyond the control of WiCable and the Internet Service Provider.
5. **Compatibility.** You are responsible for ensuring that you have adequately equipped yourself for Internet connectivity. WiCable is not responsible for and cannot guarantee that you will be able to use the Service with your equipment. WiCable will not be liable for any loss of Service based on best advice, or due to any changes to the Service which would render your equipment obsolete or incompatible.
6. **Account Control.** WiCable is the sole owner of the Internet connection, and WiCable reserves the right to terminate your account if your use of the Service is in violation of these terms and conditions.
7. **Abide by the Rules.** You agree to abide by such rules and regulations as may be imposed from time to time by the Hotel / Apartment.

8. **Content and Conduct Violations.** WiCable may terminate your account for: (i) willfully disrupting network service on the HSlA network or anywhere else, (ii) gaining unlawful access to any site, network or host (computer), (iii) posting any unlawful content or (iv), conducting yourself inappropriately on the Internet.

Inappropriate Internet conduct includes but is not limited to: (i) sending unsolicited "junk" mailings (SPAM) or unsolicited bulk mailings, (ii) posting commercial messages to Usenet news groups, (iii) cross posting to more than 10 Usenet news groups, (iv) posting messages which are off topic for the Usenet news groups to which they are addressed, (v) posing as another user in on-line communications, or (vi) sending chain letters.

Content: The Internet is a public forum, and therefore some of the material posted may be offensive to you. Remember this when you are accessing the Internet because you accept this risk when accessing such products, services or content. WiCable assumes no liability for any claims resulting from access to products, services or content available on the Internet.

Illegal Content Review: If other users have access to any material stored in your files or programs, then WiCable reserves the right to review that material. If the material in question is unlawful, WiCable reserves the right to edit or remove that material. In most instances, you will be given an opportunity to respond to the allegation that the material in question is unlawful before WiCable does anything.

You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. WiCable reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in WiCable's sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.

9. **Privacy.** Messages sent over the Internet may not be completely private. Encryption technology is available for secured communications but it is the responsibility of the user to source this software. WiCable collects and stores information such as MAC addresses of computer equipment connected to the Service, type of Prepaid Internet Access Card purchased, sites visited, and information downloads. Such information remains confidential and secure at all times and is not disclosed to any party unless required by law.
10. **Fees, Charges and Payment.** You are responsible for any charges incurred, billing is as described on the server's registration pages. You agree to pay such fees and charges, including applicable taxes, incurred in connection with the provision of HSlA in accordance with the rates, terms, and payment procedures established by the Hotel / Apartment. The rates and terms may be amended by WiCable at any time but will be available to you before registration.
11. **Damage to Equipment, Computer, Software.** All equipment will at all times remain the property of WiCable. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, unreturned or damaged equipment or part thereof in your possession, together with any costs incurred by WiCable in obtaining or attempting to obtain possession of any such equipment.
12. **Separation of Terms.** Each of the terms, conditions and policies in this Agreement stand alone. Should any be found by a court to be unenforceable, the remainder of the Agreement remains in full force and effect.
13. **Waiver.** Failure by WiCable to exercise any of its rights shall not be a waiver or forfeiture of such rights.
14. **No Warranty.** WiCable and/or its agents make no warranties of any kind for the Service, the operation of the HSlA network, the reliability of transmissions over common carriers, the capacity of common carriers, the security of messages, data or files, or the delivery of messages, data or files. WICABLE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE PROVIDED OR ANY INFORMATION ON THE INTERNET. ALL SUCH WARRANTIES OR REPRESENTATIONS ARE EXPRESSLY EXCLUDED.
15. **Indemnification.** YOU INDEMNIFY WICABLE AND HOLD IT HARMLESS FROM ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF YOUR USE OF YOUR ROOM OR AREA AND HSlA NETWORK.

How to Contact Us

For any questions regarding this Agreement, please contact WiCable at one of the following:

Email: support@wicable.com.au

Phone: 1300 858 468

Post to: WiCable PO Box 221 North Ryde NSW 1670 Australia