

Terms of Use for Riverland Internet Fixed Wireless Broadband Services

Use of Riverland Internet's Fixed Wireless Broadband services is subject to Riverland Internet's Terms and Conditions - General, and this Service Schedule. The terms and conditions in this Service Schedule are additional to Riverland Internet's Terms and Conditions – General. This Service Schedule takes precedence over the Terms and Conditions - General to the extent of any inconsistency between the two documents.

Definitions

“Network Boundary Point” means the Subscriber Data Adapter (SDA), which supplies both power to the radio equipment supplied by Riverland Internet and an Ethernet connection to your router.

“Premises” means the location where you intend to use the Service.

"Service" means a Riverland Internet Fixed Wireless Broadband service.

"Website" means Riverland Internet's website, <http://www.riverland.net.au>

“Warranty” means the Riverland Internet Fixed-Wireless Broadband Warranty available on our Website

“We”, “Our”, “Us” or “Riverland Internet” means The Murray Pioneer Pty Ltd, ABN 22 007 871 007, trading as Riverland Internet, Ral Ral Ave, Renmark, South Australia 5341.

1. Overview of the Service

Riverland Internet Fixed Wireless Broadband is a broadband internet service available in certain regional South Australian locations. Customers require the professional installation of a fixed directional antenna and specific radio equipment to access the Service.

The Service offers end to end connectivity from the Network Boundary Point of the Premises to the global internet.

We will supply the Service to the Network Boundary Point. You will need to provide an internal domestic AC 240V socket-outlet for the Subscriber Data Adapter. Any equipment or cabling connected to the Network Boundary Point is your responsibility and subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006). You agree to arrange and pay for the services of an ACMA licensed cabler for all premises cabling that you require that is not included in a standard installation, such as that used to connect new or existing data sockets in your premises to the Network Boundary Point.

Customer end equipment is maintained and operated by the customer and remains the property of the customer beyond the termination of any service agreement with Riverland Internet. Equipment supplied by Us as part of the installation of the Service has a 2 year Warranty. All other customer equipment must be maintained by the customer and is solely the customer's responsibility.

2. Service Establishment

2.1 Property Owner Consent

The installation involves physical work at the Premises. It is a condition that the customer is the owner of the Premises and has given consent, or has obtained the consent of the Premises owner,

for this installation work to be done at the Premises.

2.2 Site Survey

Before the Service can be installed a site survey must be undertaken at your Premises to determine if we are able to provision the Service. If the site survey is successful, installation of the service will proceed, subject to clauses 2.4 and 3 below.

2.3 Standard Installation

At the completion of the site survey the technician will advise you whether the Service may be provisioned with a standard installation. A standard installation includes:

- a) required hardware including radio equipment, up to a 6 metre mast, antenna, 20 metres of cabling and up to 2 hours of labour for the installation;
- b) a fully-configured VoIP Ethernet router;
- c) establishment of your broadband account; and
- d) a two year Warranty on all components of the standard installation.

2.4 Non-Standard Installation

At the completion of the site survey the technician will advise if your Premises requires a non-standard installation, requiring additional materials or labour, to provision the Service. Additional requirements for a non-standard installation may include a higher mast, additional cabling or other customer requirements. The survey technician will provide a quote for non-standard installations. If you do not want to accept any additional costs you may decide not to proceed at that time.

3. Speed Information

The Service can deliver peak download/upload speeds up to 12,000 kbps / 1,000 kbps (12M/1M). However, depending on the technology used to provide your Service and a number of other factors (including distance, terrain, atmospheric conditions and the number of users connected at the time), at any specific time your actual speed is likely to be less than the theoretical maximum for the technology available for your connection. You should normally be able to get speeds of at least 1,000 kbps / 256 kbps. Further information is available on our Website.

Actual expected speeds for your Service will be estimated and communicated to you during the site survey process prior to installation. You may elect to proceed or not once you have that information.

4. No Service Level Guarantees

No service-level commitment is generally available with the Service, and while Riverland Internet will use its best endeavours to provide a timely response to customer fault reports, no guarantee is offered in respect of the time to:

- a) provision the Service;
- b) detect faults with the Service; or
- c) repair or restore the Service if it has developed a fault.

If a Business Extras package is purchased by the customer in conjunction with the Service then the service levels contained in the Business Extras Service Schedule will apply to the Service.

The service is provided “as is” and the customer agrees that Riverland Internet’s liability in relation to the Service is limited under Our Terms and Conditions - General. In addition the customer releases and indemnifies Riverland Internet from all liability (including third party claims) arising from:

- a) cancellation of the Service for any reason; and
- b) suspension of the Service to particular Internet Protocol (IP) addresses;

A Service that has permanently ceased to work (or is no longer able to be offered) will result in the cessation of all forward service charges to the customer.

5. General Conditions

5.1 Service Queries and Fault Reports

The customer must direct all fault reports, service queries and performance queries regarding the Service to Riverland Internet, and not to our wholesale provider or any other third party.

5.2 Customer Obligations

The customer agrees that they will not tamper with or attempt to repair any of the hardware used to provide the Service that is included in the installation at the Premises.

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