

HERMES INTERNET SERVICES AND PRICES

There are **no hidden costs** to join or leave Hermes Internet. You pay only for what you use. Our charging system is fair, and it is based on "user pays" principle. We do not have any "flat rates", "average" charges, or packages which are reset at the end of each month. There are two price components: charge per time and charge per data transfer.

There are **no registration or setup fees**, and **no time limit** to use the access pack which you buy (please note that any account inactive for six months will be cancelled). The following three packs are available:

\$22 sampler (\$20 Internet access plus \$2 GST) - the rate is: \$1.80 per hour, and \$0.50 per Mbyte plus 10% GST. All other conditions as in the \$88 pack. For full details please see Terms and Conditions on the next page.

\$88 pack (\$80 Internet access plus \$8 GST) - the rate is: \$0.90 per hour plus \$0.25 per Mbyte of data transfers plus 10% GST. When an Internet session is finished, the actual usage (in minutes and Kbytes) is calculated and subtracted from your funds. If you wish, you can purchase this pack to any higher amount, for example \$100, \$120, etc. Please see \$176 pack below for lower data rate of 19c/Mb. Non-refundable.

\$176 pack (\$160 Internet access plus \$16 GST) - the rate is: \$0.90 per hour plus \$0.19 per Mbyte of data transfers plus 10% GST. When an Internet session is finished, the actual usage (in minutes and Kbytes) is calculated and subtracted from your funds. If you wish, you can purchase this pack to any higher amount, for example \$200, \$250, etc. Non-refundable.

monthly credit card account - the rate is: \$0.90 per hour plus \$0.19 per Mbyte of data transfers plus 10% GST. When your Internet session is finished, the actual usage (in minutes and Kbytes) is calculated and added to your monthly total. At the end of each month this amount is charged to your credit card, and an receipt sent to your address. Minimum monthly charge is \$22 (\$20 Internet access plus \$2 GST). If the usage in the first month of your membership is less than \$22 it is carried over to the next month.

NO CHARGE for data transfers if session started and completed between 1am and 8am

On our Web site you will find tools to check time and data usage. If you go over your package your account is simply frozen until we receive another payment. **Web pages** are allotted **free 50MB** of disk space on our server.

All lines support up to **56Kbps** (V.90 standard). User to modem ratio is very low, and busy lines are rare.

Help desk operates during business hours, and we also respond after hours to e-mail messages directed to our support e-mail address: support@hermes.net.au

We operate a **secure transaction server**. If you have access to the Internet, you can join Hermes Internet on line. Please look at our home Web site at <http://www.hermes.net.au/>

Local connection to 0198 333 862 from anywhere in Australia.

Supported computer types - all major systems: Macintosh, Windows, Unix, etc., and all types of users - home, office, and business. Instructions explaining how to set up your computer for Internet access are provided with your registration.

REGISTRATION FORM

Hermes Internet, P.O. Box 178, Blaxland NSW 2774

phone: **02 4758 8558** fax: **02 4753 6307**

ABN 83 804 573 176

E-mail: sales@hermes.net.au

Web: <http://www.hermes.net.au/>

(1) I would like to join Hermes Internet. I have read and accept my membership Terms and Conditions.

Signature: _____ Date: _____

Name: _____

Address: _____

Phone no: _____

(2) Select account name:

3 to 12 characters, allowed: small letters (NO CAPS), digits, separator _ Always start from a letter.

For example: if you select "have6cats", you will be allocated:

Internet e-mail address: **have6cats@hermes.net.au**

Web page address: **<http://www.hermes.net.au/have6cats>**

my 1st choice: _____

my 2nd choice: _____

System used (Win 98, Mac OS 8, etc): _____

(3) Please select one package:

\$22 sampler (\$20 Internet access + \$2 GST)
(Internet access: \$1.80/hr and \$0.50/Mb plus 10% GST)

\$88 pack (\$80 Internet access + \$8 GST)
(Internet access: \$0.90/hr and \$0.25/Mb plus 10% GST)

\$176 pack (\$160 Internet access + \$16 GST)
(Internet access: \$0.90/hr and \$0.19/Mb plus 10% GST)

monthly credit card account (Internet access: \$0.90/hr and \$0.19/Mb plus 10% GST) charged monthly to your credit card, **minimum monthly charge \$22**

(4) Payment details:

Cheque / Money Order for \$ _____ enclosed,

or please debit my:

Bankcard Visa Mastercard for \$ _____

Card no: _____

Expiry date: _____ / _____

Name of cardholder: _____

Signature: _____

HERMES INTERNET

ABN 83 804 573 176

Est. 1996, owned and operated by:

Derek Bem MSc CPEng

Jack Olszewski PhD MACS

address:

P.O. Box 178, Blaxland NSW 2774

phone: **02 4758 8558**

fax: **02 4753 6307**

E-mail: **admin@hermes.net.au**

Web: **http://www.hermes.net.au/**

Hermes Internet Terms and Conditions

This copy of Terms and Conditions is current at the time of printing. Please note that these Terms and Conditions may be revised at any time by way of update on our Web site. All members are bound by any revisions as at the date they are displayed and should regularly examine the current copy at our Web site.

This agreement is between Hermes Internet and you, our valued customer. It exists to ensure that the network services provided and used are exercised legally and ethically. Each subscriber is bound by these conditions when using Hermes Internet dialup Internet service.

Hermes Internet utilises its best efforts to make all services available to subscribers where this is reasonably possible. We will take all reasonable care and effort to ensure that all the services you have subscribed to are available 24 hours a day.

In the event of any system malfunction we will take all reasonable measures to restore the services offered as soon as possible. The subscriber acknowledges that the service is not fault free, and they may experience interruptions and access difficulties from time to time. We take no responsibility for consequential loss, and our liability is limited to the value of the services provided.

Hermes Internet does not own the Internet, the telecommunication lines, or the data transferring between you and the Internet. We have no control whatsoever over the content of the information passing through our network. Use of any information obtained via our network is at your own risk. We specifically deny any responsibility for the accuracy or quality of information obtained through our services.

Hermes Internet provides network security, breach detection and identification, but we are not liable for any inability in doing so. We make no warranties of any kind, whether expressed or implied, for the service we are providing.

Hermes Internet also disclaims any warranty of merchantability or fitness for a particular purpose of our services. We will not be responsible for any damage you may suffer. This includes loss of data resulting from delays, non deliveries, misdeliveries, or service interruptions, or any damage that may result if your computer is infected by a virus you downloaded from the Internet.

Hermes Internet monitors your usage of the system for the purposes of assessing any charges, which are payable by you, and also for the purpose of ensuring your use of the system complies with the terms and conditions. We are also monitoring the system and take all reasonable precautions possible to prevent the compromise of system security.

Our network may only be used for lawful purposes. Transmission of any material in violation of any Australian or international regulations is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets. You agree to indemnify and hold harmless Hermes Internet from any claims resulting from your use of the service which damages you or another party. Any access to other networks connected to our network must comply with the rules appropriate for that other network.

The fees that you agree to pay Hermes Internet for the Internet services you are receiving are non-refundable. Service is billed in advance, or monthly in case of monthly credit card account, and may be canceled at any time by either party with no penalty. Monthly credit card account usage is calculated not earlier than 6pm on the last working day of the month, and no later than 6pm on the first working day of the next month.

Accounts which are inactive (not accessed through Hermes Internet) for six months will be cancelled. Non financial accounts (accounts with no funds left) will be closed after three months. Any funds left on cancelled accounts are non-refundable. Your e-mail address remains valid as long as your account balance is positive. Otherwise, it may be revoked and messages coming to your address may be bounced back to senders with annotations indicating delivery failures.

Personal Web pages are allotted free 50MB of disk space on our server, and reasonable amount of per month in data transfer (in and out traffic generated by your Web page) at no additional charge. If a Web page exceeds this reasonable amount of data traffic, we reserve the right to suspend your Web page.

Before doing so we will notify you by e-mail. In order to avoid Web page suspension, or to re-activate a suspended Web page, a user can opt to pay additional charge for additional data traffic. This charge, and the amount of reasonable data traffic, is to be determined by Hermes Internet as and when required. We do not guarantee integrity of any subscriber's Web pages. Please keep full backup of your files!

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. If any part of this agreement is decided by a jury to be contrary to law, the rest of the agreement remains in full force and effect.

Use of Hermes Internet network constitutes acceptance of these Terms and Conditions. Hermes Internet reserves the right to decline any services to any person for any reason, to change the rates, and otherwise modify these Terms and Conditions by notifying you in advance of the effective date of change.

Thank you for your interest in Hermes Internet.