

NEHOS BROADBAND SERVICE TERMS

1. GENERAL

- 1.1. Depending on the type of service installed, the actual data rates will vary according to the type of transmission mechanism used (i.e FTTP, FTTN, HFC, ADSL etc), the distance from the Customer Site to the exchange, the quality of the copper line between the Customer Site and the exchange, the Broadband profile applied by Nehos or the Customer to make the line stable, electrical interference from outside sources, the nature and quality of the connection at the Customer Site, network utilisation and the number of End Users accessing the network at any one time, the End User's hardware or software and the web sites the Customer is visiting.
- 1.2. Nehos does not guarantee that the maximum data rate will be achieved. You acknowledge and agree that if the maximum data rate is not achieved then this is not a Service fault. You acknowledge that data rates beyond Nehos's Network and Nehos's data centre are beyond the scope of the Service.
- 1.3. Copper pair is subject to Coexisting Network limits by NBN. During Co-existence period NBN only guarantees a minimum attainable sync speed; 12/1 Mbps for FTTN and 25/5 Mbps for FTTB.
- 1.4. If payment of any Charges is overdue for 14 days or more Nehos may suspend provision of the Service on 24 hours notice to the Customer. Nehos reserves the right to charge the Customer a fee for reconnection of the service.
- 1.5. You must notify Us (before We connect the Service) whether Your End User receives any priority assistance service, medical alert service, alarm service or any other service with similar service levels.
- 1.6. Any initial setup fee is non-refundable.
- 1.7. It is the customers responsibility for implementing, maintaining the security of their account, usernames and passwords, equipment and network.
- 1.8. The Customer acknowledges that Nehos's network is not a secure and confidential method of communication and shall transmit data on Nehos's network at its own risk.
- 1.9. Without being in any way liable, Nehos shall endeavour to ensure that all data transmitted on Nehos's network is transmitted to the person to whom it is addressed.
- 1.10. Only authorised contacts can order, change or remove services from your account. Nehos will not accept any changes, cancels or adds to an account (for security purposes) except via the Nehos customer panel or from an email address listed within the Accounts Contacts section of the customer panel.

2. FAULT REPORTING

- 2.1. Nehos will provide a fault reporting service between 9:00 am and 5:00 pm Monday to Friday Eastern Standard Time.
- 2.2. To report a fault please log into your customer account panel and proceed to the Support tab and log a fault under the appropriate section.
- 2.3. You agree to provide all necessary assistance to enable Us to locate and repair a reported fault but we will not be liable for any expenses incurred by the customer to find or rectify a fault unless by prior written agreement.
- 2.4. When requesting support for a broadband internet service please check that your own equipment is not at fault before proceeding with support. An incorrect call out charge may apply if the line carrier has determined that no fault is found or the fault occurred within the customers own equipment. Rates are charged as per the "Nehos Support Agreement".
- 2.5. We are responsible for correcting faults that are present in Our Network and equipment, but not for:
 - (i) any fault which is caused by Your equipment, Your internet service provider or the Premises, but will, where possible, advise You of that fault and its probable cause and location; or
 - (ii) any fault which is within a Supplier Network of an interconnected Supplier, although We will notify that Supplier of the fault and request that it be corrected promptly.
- 2.6. Nehos provides support and diagnostics of customer premises equipment and network (outside of our Network and Equipment) as the Nehos Support Agreement.
- 2.7. After Hours Urgent Support
 - (i) This service is available outside normal operating hours and is strictly for critical service effecting issues. This service is only to be used for Nehos voice / broadband network faults ONLY and not for issues with your own equipment or local network. Non critical issues e.g a individual destination failure or suspected performance issues can be reported at anytime but will be responded to within normal working hours.
 - (ii) Messages left for the urgent support team must include your customer account code, the authorised contact name, contact email and a detailed description of the fault, as well as any information that you believe would help us identify and resolve the

fault. We will not respond to requests for assistance unless sufficient information is provided to help us identify the fault should also be submitted as email request to support@nehos.net

- (iii) We reserve the right to charge as per the Nehos Support Agreement to customers using the After hours Urgent Support system for any non urgent support issues as defined above or if the fault was with your own equipment or local network.

3. REQUIRED EQUIPMENT

- 3.1. The Customer must provide, install, configure and maintain the appropriate equipment for Connection to Nehos network. It is the customers responsibility to check with Nehos before ordering any services that your current equipment and or network that will be used to connect to the Nehos network is recommended and compatible.
- 3.2. The Customer is responsible for payment of any costs associated with the data communications line (telephone line or similar link) used for Connection to Nehos network.
- 3.3. You must, upon becoming aware of an occurrence described in this clause, immediately disconnect or deactivate (or procure the immediate disconnection or deactivation of): any networks, systems, equipment or facilities owned or operated by You or any End Users that are:
 - (i) damaging, interfering with, or degrading or deteriorating the operation or performance of the Nehos Network or the supply of products or services to Us or any other customer of Our suppliers; or
 - (ii) incompatible with the Nehos Network or in order for Us to comply with the terms of supply by a third party; and
 - (iii) any connections referred to in this clause that are not made and maintained in accordance with the Service Agreement and all applicable laws.
- 3.4. You must ensure that any equipment used by You or any End Users in connection with the Service or the Nehos Network has all necessary regulatory approvals, the uses to which such Equipment is put are not prohibited by any Regulator and comply with the Service Agreement and all applicable laws, and is maintained in good repair and working condition.
- 3.5. You consent to Nehos and Our suppliers (and our respective Personnel) entering any premises owned, controlled or occupied by You, any of Your Related Bodies Corporate or any End User at which the Service will be provided, and doing anything that is necessary at that premises in connection with:
 - (i) the installation and supply of the Service;
 - (ii) the delivery, installation, connection, inspection, modification, replacement, maintenance, repair, servicing, disconnection or removal of any Nehos Equipment.

4. RELOCATION OF SERVICE

- 4.1. If you require to move your service from one physical location to another we require you to apply for a new service at the new location and cancel the existing service using the customer portal "Service Disconnect Form".
- 4.2. If You are relocating an existing End User Service, We cannot guarantee that We will be able to provide the End User Service at the new End User Site.
- 4.3. If the existing Service is relocated during the Initial Period it will be deemed to be a termination of the existing Service and relevant early termination Charges will apply.
- 4.4. The standard Service Installation Charge for End User Services will apply to the relocated End User Service.

5. MANAGED ROUTER / CARRIER / NEHOS EQUIPMENT

- 5.1. Nehos managed routers have enabled a web interface to monitor and change basic configuration settings. By accessing and changing any configuration settings within the router you agree to indemnify Nehos in respect of any loss of service for any miss configuration, including reduction in service quality or security breaches.
 - (i) Nehos can provide training or configuration of the router as per the Support Agreement.
 - (ii) If you require Nehos to provide any advanced configuration changes i.e VPN, firewall etc changes or to fix any configuration issues made by the customer these will also be charged as per the Support Agreement.
- 5.2. You must use any supplied Nehos Equipment in accordance with any directions of Nehos notified to You from time to time.
- 5.3. Supplied equipment including any configuration not accessible via the web browser (Nehos Intellectual Property) remains the property of Nehos Communications. Any attempt to access or change the configuration of equipment belonging to Nehos, is strictly prohibited and will constitute a breach of this agreement and subsequently reported to authorities.

- 5.4. You will ensure that the Nehos Equipment is not damaged and remains in good condition. You must notify Nehos promptly on becoming aware of any damage to or malfunction of the Nehos Equipment or that Nehos Equipment requires maintenance of any kind.
- 5.5. Nehos may, subject to giving reasonable notice and at Nehos cost, change, modify, replace or remove the Nehos equipment in our absolute discretion.
- 5.6. the Nehos equipment always remains the property of Nehos or the supplier (as the case may be).
- 5.7. You will not enter into any agreement for the transfer, sale, mortgage, granting of any security interest or other dealing in connection with the Nehos Equipment.
- 5.8. You will not, without Nehos prior written consent, remove or obscure any identification marks on the Nehos Equipment.
- 5.9. You will comply with all reasonable instructions Nehos gives You to protect Nehos ownership of the equipment.
- 5.10. You will only use Nehos Equipment at the location stipulated by Nehos and will not part with possession of the Nehos Equipment except to provide it to Nehos.
- 5.11. You will allow Nehos to and, where applicable, will ensure that your landlord or any other relevant third party allows Nehos to, enter and remove the Nehos Equipment from Your premises upon expiry or termination of the Agreement; and
- 5.12. You will return the Nehos equipment to Nehos possession as soon as practicable in accordance with any Nehos request to do so where the Nehos Equipment is no longer used by You or this Agreement has expired or is terminated.
- 5.13. If You fail to disconnect and return Nehos Equipment within 10 Business Days of being required to do so, then We (or Our agent) may disconnect and recover that equipment. You are deemed to have consented to and approved of Us (or our agent, as the case may be) disconnecting and/or removing that equipment or other items or connections.
- 5.14. You bear the risk of loss or damage to the Nehos Equipment from the date of delivery of such Equipment to Your premises or when You pick it up and You indemnify Nehos in respect of any such loss or damage.
- 5.15. Nehos may charge You, in accordance with our standard time and material rates and terms, for any repair, maintenance or replacement of Nehos Equipment which is required due to events other than normal wear and tear.
- 5.16. You will make available an adequate power supply and environment (including air conditioning) for the operation of any Nehos Equipment.
- 5.17. You are liable to pay Nehos on demand any cost and/or expenses incurred in repairing or replacing the Nehos Equipment, or other property owned by Nehos or for which Nehos is liable, which is damaged or destroyed as a result of connection to Your network or power supply.
- 6. QoS Requirements**
- 6.1. All Nehos broadband services come with a Quality of Service (QoS) mechanism (traffic prioritisation and policing) solution to be able to correctly control the flow of traffic over your LAN and WAN network. We believe this service sets Nehos apart from other providers by prioritising traffic between Nehos and your site so that less important traffic will not interfere with more important traffic such as voice and video.
- 6.2. When the service has been installed we would ask that you contact us so we can schedule a speed test of the service and tune the QoS Queues for you.
- 6.3. By using your own router (Routed solution) you acknowledge that this breaks the Nehos QoS traffic prioritisation and policing solution.
- 6.4. Please contact Nehos support if you would like Nehos QoS settings changed to best suit your requirements.
- 6.5. If you would like to know more information please see our wiki - wiki.nehos.net/?p=517
- 7. Service Level Agreements**
- 7.1. Nehos offers an alternative backup service for business critical services. Please contact Nehos sales for more information.
- 7.2. A restoration target will not apply where problems are caused or contributed to by interference.
- 7.3. The line provider will conduct restoration activities between 8:00am to 5:00pm on Business Days.

	Service Class	Urban Area (Days)	Major Rural Area or Minor Rural Area (Days)	Remote Area (Days)	Isolated or limited access area (Days)
Fibre Network	1	14	19	19	n/a
	2	9	14	19	n/a
	3	1	1	1	n/a
Wireless Network	5	9	14	19	n/a
	6	1	1	1	n/a
Satellite Network	8	20	20	20	35
	9	1	1	1	1
FTTB Network & FTTN Network	11	14	19	19	n/a
	12	9	14	19	n/a
	13	1	1	1	n/a
HFC Network	21	14	n/a	n/a	n/a
	22	9	n/a	n/a	n/a
	23	9	n/a	n/a	n/a
	24	1	n/a	n/a	n/a
ADSL Network	ULL	1 (clear)	2 (clear)	3 (clear)	n/a

* ULL (Unconditioned Local Loop Service)