INTERNEX AUSTRALIA PTY LTD
ABN 83 070 275 722

STANDARD FORM OF AGREEMENT

29 September 2009

STANDARD FORM OF AGREEMENT

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STANDARD FORM OF AGREEMENT

INTERNEX AUSTRALIA PTY LTD trading as **Connexus Internet Service** ABN 83 070 275 722 of Level 3, 530 Collins Street, Melbourne, Victoria, 3000

1. INTRODUCTION

This Agreement constitutes a Standard Form of Agreement under section 479 of the *Telecommunications Act* 1997 (Cth).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

ACA	means the Australian Communications Authority
Acceptable Use Policy	means the Acceptable Use Policy available from our website at http://www.connexus.net.au, as varied from time to time
Account Description	means the description of Your account
Aggregated Usage	means the aggregation of various Services provided by Us to You on a single set of invoices and/or statements
Agreement	means this Standard Form of Agreement, together with the Schedules and the Acceptable Use Policy
Application	means any application approved by Us, through which you apply to obtain a Service from Us
Billing Period	means the billing period applicable to the Service We provide to You as set out in the relevant Schedule(s)
Business Service	means any of Services described in any of the Schedules as being provided to businesses only and not to residential home customers
Casual Customer	means the same thing as in the *Telecommunications (Standard Form of Agreement Information) Determination*, *1999* (Cth)
Charges	means any of the charges set out in the Schedules for the various Services which may be provided by Us to You
Code	means any unique quotation number or offer code on any quotation or offer provided by Us to You

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Confidential Information	means all confidential information about Us, the Service, Our Related Bodies Corporate, the Network, or You, which is or has been disclosed under or in connection with this Agreement; or learnt or acquired in the performance of this Agreement, other than any such information which (a) was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this Agreement; (b) is or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this Agreement; or (c) must be disclosed to any legal authority
connection	where the term "connection" is used in any Schedule to refer to the connection of any Service to Your Premises, it: (a) *includes* the shipping of all Equipment to You; (b) *but expressly does not include* any on-site work undertaken at Your Premises (or elsewhere) such as, without limitation, cabling or the installation of any Equipment.
CPE Equipment	means any hardware or software or documentation provided to You which is not Purchased Equipment
credit card	means any credit, debit or charge card accepted by Us from time to time
Dial Up Internet Service	has the meaning set out at the beginning of Schedule 1
Dynamic IP Address	means an IP address which changes from time to time (without prior notice to You)
Early Termination Fee	means a fee calculated in accordance with clause 23.4
Equipment	means collectively, the CPE Equipment and the Purchased Equipment
Facility	has the meaning given by the *Telecommunications Act* 1997 and includes, without limitation, any line, equipment, mast, antenna, tunnel, hole, pit or pole used in connection with a Service
Fixed IP Address	means an IP address which remains constant unless changed by notice to You
Gigabyte or GB	means one billion bytes

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Help Desk	means the help desk services provided by Us to You from time to time, including without limitation telephone based support and email based support
Help Desk Support Policy	means the Help Desk Support Policy available from our website at http://www.connexus.net.au, as varied from time to time
Home Service	means any Service which is not a Business Service
Initial Contract Period	means the initial contract period for each type of Service as set out in the Schedules
IP Address	means a unique internet address which is assigned by Us to Your Service when you connect to our Network
Megabyte or MB	means one million bytes
Minium Contract Term	means the minimum contract term for each type of Service as set out in the Schedules
Minimum Monthly Cost	means the minimum monthly cost for each type of Service as set out in the Schedules
Monthly Data Allowance	means the monthly data allowance for each type of Service as set out in the Schedules
Network	means the communications infrastructure owned or licensed by Us through which You are provided with the Service, comprising without limitation, routers, switches, computers and modems, together with all relevant software
Payment Due Date	means the payment due date for Charges payable by You to Us as set out in any invoice or payment statement delivered to You from Us
Premises	means the premises at which Your Service is connected
Price Increase	means an increase in the Minimum Monthly Cost of a Service, or a reduction in the Monthly Data Allowance of the Service
Pricing Notice	means a notice to You from Us in which we describe any change in the Charges payable by You to Us from time to time
Privacy Act	means the *Privacy Act 1988* (Cth)
PSTN	means the Public Switched Telephone Network
Purchased Equipment	means any hardware or software or documentation which is the subject of a sale, in that We have furnished You with an Invoice describing the Equipment, it's model and serial number, and the purchase cost

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Related Bodies Corporate	of an entity, means any body corporate which is related to that entity within the meaning of the *Corporations Act*
Schedule	means a product Schedule attached to this Agreement or referenced by this Agreement
Service	means any function or benefit provided to You by Us
Service Application	means a method allowed by Us for the purpose of ordering a Service and may include paper forms, electronic submissions and telephone requests
Specific Contract	means any agreement entered into between You and Us which varies the terms of this Agreement (including variations of the prices contained in this Agreement)
Supplier	means any third party who supplies any goods or services to Us which we utilise in providing any Services to You
Us and We	mean InterNex Australia Pty Ltd trading as Connexus Internet Service, A.B.N. 83 070 275 722 and "Our" has the appropriate related meaning
You	means the person so named on the Service Application or the person to whom We supply a Service and "Your" has the appropriate related meaning

2.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) The words "block" and "suspend" have the same meaning, namely the act of Us taking measures to prevent, or limit Your use of, a Service.

(b) headings are for convenience only and do not affect interpretation;

(c) the singular includes the plural and visa versa;

(d) all references to dollars, value and price are to the Australian currency;

(e) references to a party includes its successors and permitted assigns;

(f) references to payment to any party includes payments to another person on the direction of that party; and

(g) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

3. THE APPLICATION PROCESS

3.1 You may apply for a Service by any method approved by Us. Upon receipt of your application for a Service We will assess your application. We may refuse your application for any reason and without being obliged to provide any reason to You.

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3.2 If your application is accepted We will take steps to provide You with the Service, subject to the terms of this Agreement. Upon Our acceptance of your application a contract is formed and You become bound by to this Agreement and the contract period and charges associated with the Services. The contract between Us remains in force until it is terminated in accordance with this Agreement.

3.3 There may be a time delay between Us accepting your application and providing You with the Service. We are not and will not be responsible for any delays associated with provision of a Service, nor any inability by Us to provide the Service to You.

3.4 You must provide reasonable co-operation to allow Us to provide the Service to You.

3.5 If the Service is subject to a minimum term (or 'contract period'), the minimum term commences on the earlier of:

(a) the date on which We notify You that the Service is connected; and

(b) the date that You commence using the Service.

This clause does not effect the commencement or operation of the contract for Service between Us as outlined in clause 2.2.

3.6 If You apply for multiple Services, the contract term for each service is calculated individually in accordance with clause 2.4 (above), unless We have agreed otherwise in writing.

4. EFFECT OF SPECIFIC CONTRACTS

4.1 This section applies if We have entered into a Specific Contract with You.

4.2 A Specific Contract is only valid if:

(a) It is in writing and signed by both parties; or

(b) We have provided a quotation or offer addressed to You, and that quotation or offer includes a unique Code, and You submit to Us an Application on which that same Code is clearly printed, and We accept that Application.

4.3 The effect of the Specific Contract will be limited to varying only those terms of this Agreement which specifically conflict with the Specific Contract. All other terms of this Agreement will be automatically implied and incorporated into the Specific Contract.

4.4 This Agreement is to be read subject to any Specific Contract, and the terms of the Specific Contract will apply in the event of any inconsistency between the Specific Contract and this Agreement.

4.5 This Agreement, together with a Specific Contract (if applicable) represent the entire and complete Agreement between Us and You with respect to the Services.

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5. PROVISION OF SERVICE

5.1 We will aim to make the Service available to You 24 hours a day, 7 days a week, however it may be unavailable at times, due to many factors including but not limited to system maintenance, peak congestion, equipment or line failure.

5.2 You acknowledge that We do not guarantee the speed, performance or quality of the Service.

5.3 In the event of a disruption to the Service, any times or dates We provide in relation to restoration of the Service are estimates only and We do not guarantee that they will be met.

5.4 You agree to undertake a risk management assessment of the costs of a disruption to the Service, and instigate necessary backup plans in order to continue carrying on activities in the event of a disruption to the Service.

5.5 We may, at our discretion, transparently proxy your Internet access through a proxy cache or other device. If you acquire a Service from us which is described in the Schedules as a Business service, you may request in writing that we exclude that Service from the transparent proxy feature.

5.6 We will provide access to a Help Desk, which You may contact by telephone or e-mail if You experience any problems with a Service. The telephone number, e-mail address and hours of operation are advertised on Our website (and are available from Us). They are subject to change from time to time.

5.7 We may enforce a Help Desk support policy which limits the type and nature of problems We will support. We may, for example, refuse to support equipment or software which is not provided by Us. A copy of Our support policy, as modified from time to time, is available from Us on request.

5.8 You must only call Us in relation to the Services We provide to You. If You contact a third party (for example, a supplier) and that contact results in a charge to Us, We may invoice You for the amount of the charge.

5.9 You are responsible for the operation and maintenance of all equipment and software (other than a Facility) connected to, or used in conjunction with the Service. A Service will be deemed to be functioning correctly if the Service operates to a reasonable standard with alternative equipment and/or software.

5.10 You must not interfere with the normal operation of the Service or any Facility or make either unsafe. You must not connect any device to the Service that is not approved by Us and that does not comply with any applicable requirements of the Australian Communications Authority (ACA).

5.11 You must not disclose to any person any Confidential Information or security number or code provided by Us (including but not limited to Your password, secret code or other personal identification number).

6. CHARGES & BILLING

6.1 You agree to pay Charges for the Services in accordance with the Schedules, or if a Specific Contract is in effect, the charges listed in the Specific Contract.

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6.2 Charges will commence on the earlier of:

(a) the date on which We notify You that the Service is connected; and

(b) the date that You commence using the Service.

6.3 We will generate charges by way of invoice, and provide You with a Statement detailing all outstanding invoices and the charges they contain. However if the amount payable by You is less then $15 We may withhold sending the Statement to You until the amount payable by You exceeds $15 (however You remain liable to pay the charges on withheld Statements, with payment due only after We provide the Statement).

6.4 You agree that our records are sufficient evidence of the amount payable by You unless they are shown to be manifestly incorrect.

6.5 We may send You Statements by e-mail, post, by making them available on-line, or by any other delivery method. If You have provided a credit card number to Us, We will debit your card upon the charges being invoiced, and We will allow You to view charges on-line (e-mail and post statements may not be available to credit card customers).

6.6 We may invoice Charges at, or prior to, the commencement of the Service's Billing Period (as described in the Schedules).

6.7 Payment of the charges is due by the Payment Due Date, or in the absence of a stated Payment Due Date, 14 calendar days after the date of the invoice or statement.

6.8 As statements may list both current and overdue charges, the Payment Due Date applies to current charges only. Charges marked overdue are due and payable immediately.

6.9 If a Service is used to access a service provided by another person (eg a service provider) and We are charged for that service, You must pay Us for that service.

6.10 We endeavour to bill charges on a regular and up-to-date basis, however We reserve the right to generate charges for Services provide to You in the past which have not previously been billed, or have been billed erroneously.

6.11 You may not downgrade or otherwise change a Service within the Minimum Contract Period that has the effect of reducing the minimum monthly charge payable by You for the Service, unless We have authorised such a change in writing

6.12 If a GST is imposed on any supply made under or in connection with this Agreement (a "taxable supply") the party obliged to pay for the taxable supply will pay additional consideration of an amount equal to the GST payable on or for the taxable supply, without any deduction or set-off.

7. PAYMENTS

7.1 Charges are not regarded as paid until cleared funds are received by Us.

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7.2 You may pay charges by a method approved by Us. We may limit the approved payment methods available on certain Services, as detailed in the Schedules. We may refuse and/or return your payment if You pay by a method not approved by Us.

7.3 In the event that We require a Service to be paid by credit card, You must supply Us with valid credit card details at all times, and advise Us if those details change. You may not revoke your authorisation for us to debit your credit card until provision of the Services has been terminated and all charges received by Us. We reserve the right to regard a failure by You to provide a valid credit card, or an attempt by You to revoke authorisation for us to debit your credit card, as termination of the Service by You.

7.4 If You have provided a credit card number to Us, You authorise Us to debit your credit card with all Charges owed by You from time to time in accordance with this Agreement and the Schedules. If We are unable to debit any charges from your credit card within 7 days of Our first attempt, payment is deemed not to have been received by the Due Date.

7.5 If You pay by a cheque which is dishonoured a fee of $20.00 ($22.00 GST incl.) is payable.

7.6 If You pay by direct debit and there are insufficient funds in your account to meet the amount charged, a fee of $20.00 ($22.00 GST incl.) is payable.

7.7 If We do not receive your payment by the Due Date You are liable to pay an administrative fee of $5.00 ($5.50 GST incl.), however We will not charge more than one administrative fee per Account per month.

7.8 In addition to Our other rights, if an amount remains unpaid after the Due Date You are liable to pay interest on that amount until it is paid in full. Interest will be calculated daily and compounded monthly. The rate of interest will be the Westpac Banking Corporation ABN 33 007 457 141 Business Overdraft rate (as published on www.westpac.com.au from time to time).

7.9 You may not off-set any charges payable by You against any amount owed by or claimed against Us.

7.10 If You lodge a dispute with Your bank regarding a debit we have legitimately made to your credit card and Your bank subsequently processes a chargeback against Us, You are liable to pay Us a chargeback fee of $60.00 ($66.00 GST incl.) for each chargeback, in addition to paying us the full monetary value of each chargeback, by way of bank cheque or money order within 7 days of the date of the chargeback. We are permitted to charge interest on any unpaid amount in accordance with clause 7.8.

8. DISPUTES

8.1 You may dispute any Charges You reasonably believe are incorrect within 60 days of Us notifying You of the Charges. To the extent permitted by law, Charges not disputed within that 60 day period will be deemed valid and correct.

8.2 All disputes must be lodged in writing by one of the following methods:

By e-mail: accounts@connexus.net.au

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By Fax: 1300 133 999

By Post Manager – Customer Disputes
Connexus Internet Service
PO Box 193
Collins Street West
MELBOURNE VIC 8007

8.3 If You lodge a dispute, You must continue paying all undisputed Charges in accordance with clauses 6 and 7 and You may not unreasonably withhold payment of any undisputed Charges.

8.4 Upon lodgement of a dispute You may request a detailed usage report from Us. A preparation charge of $70 per hour (minimum $70) is payable, however this will be waived if the dispute is resolved in your favour.

8.5 If a dispute is resolved in Our favour, You are liable to pay interest at the rate set out in clause 7.8 on any amount withheld from payment, from the date that the payment was originally due until the date that We receive payment.

9. MEASURING USAGE

9.1 If a Charge for a Service includes a usage charge, We will calculate that Charge in accordance with Our records. You agree that Our records are sufficient evidence of your usage unless they are shown to be manifestly incorrect..

9.2 Unless specified to the contrary in a Schedule or Specific Contract, the following principles apply to Our calculation of usage charges:

(a) Unused usage (for example, time or megabytes) cannot be carried-over between months, billing periods, or usage zone;

(b) If a Service is used multiple times concurrently, charges are payable based on the aggregate total of all concurrent usage (this clause also applies to concurrent use of Services that We advertise as not permitting concurrent usage;

(c) If a usage session (including but not limited to a call or data transfer) extends beyond a billing period, We may, at Our discretion, classify the usage for the entire usage session as having been made in the subsequent billing period or usage zone;

(d) If the usage charge involves calculation of data used (for example, megabytes or gigabytes), the usage will be calculated by aggregating the amount of data transmitted and received using the Service as measured by Us.

(e) If the usage charge involves calculation of time used (for example, a Dialup Internet Service), We will calculate by reference to the start and end time of calls received by Us using the username that We assigned to You.

9.3 You are liable for all usage charges, irrespective of whether You authorised the usage or were capable of authorising the usage.

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9.4 For the avoidance of doubt, You are liable for all usage charges associated with anything that generates data on a Service including but not limited to denial of service attacks, open SMTP relays, viruses, trojans and worms. You are entirely responsibility for controlling access to the Services.

9.5 If We provide an Aggregated Usage billing option to You, each Service remains subject to an individual contract term and the termination of one Service does not effect your contractual obligations with respect to the remaining Services.

10. LIMITATION ON USE AND RESALE

10.1 A Home Service must not be connected at any Premises, other than a residential premises.

10.2 A Home Service must not be used prodominantly for the operation of any business or commercial activity without Our express written permission.

10.3 No Service may be re-sold by You without our express written permission. Even if We provide such written permission, You acknowledge and agree that:

(a) You remain liable in all respects for all Charges incurred by You or by any third party to whom You re-sell a Service; and

(b) You indemnify Us on a full indemnity basis from and against any and all such Charges, or any other claims of whatever nature, which may arise as a result of any re-selling by You of a Service.

10.4 If You breach any of clauses 10.1 to 10.3, We will notify You and We may, at Our discretion:

(a) Terminate the Service upon notice to You, in which case You remain liable for any Early Termination Fee applicable to that Service; or

(b) Recalculate the Charges for the Home Service based on the nearest equivalent Business Service, and charge You any difference in Our favour for up to 6 months prior to Our notification, and charge the Service in accordance with the charges associated with the nearest Business Service from the date of Our notification.

10.5 We may, at Our discretion, block certain ports on any Home Service which may have the effect of preventing a Home Service being used for hosting some types of externally accessible servers. The ports We may block include, but are not limited to, port 25 (SMTP, port 80 (WWW), port 135, port 139 (NetBIOS), port 443 (https), and ICMP. However Our blocking of ports does not relieve You of Your obligation to operate a secure computer system and firewall or to fully comply with the Acceptable Use Policy.

10.6 You must advise us if you are, or become, or operate as a “carrier” or “carriage service provider” as defined in *Telecommunications Act* 1997 (Cth) or as amended. In the event that you advise us, or we reasonably believe, that you are operating and using the Servies as a carrier or carriage service provider, we many terminate any Service we supply to you by 30 days notice in writing.

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11. OUR SUPPLIERS

11.1 We may acquire products and services from Suppliers in order to provide the Service to You. We do not warrant that We will acquire products or services from any particular Supplier. We may change a Supplier from time to time at Our discretion; such a change does not affect your contractual obligations to Us.

11.2 You agree to provide Us with reasonable assistance to effect a change of Supplier, including but not limited to:

(a) adjusting settings on your computer or equipment as instructed by Us;

(b) providing information reasonably requested by Us; and

(c) permitting Us, Our agents, or Our suppliers with timely access to your premises for the purpose of installing, testing, adjusting or removing equipment or a facility.

12. EQUIPMENT GENERALLY

12.1 This section applies if We have provided or offered to provide any Equipment to You.

12.2 You will be assumed to have taken delivery of the Equipment if it is accepted by a person at least 16 years of age at either:

(a) the Premises or any other address at which your Service is, or is to be, connected; or

(b) another address nominated by You as being your address; or

(c) an address of another party to whom You instruct Us to deliver the Equipment.

12.3 If You are required to return the Equipment to Us, to a manufacturer or to a warranty-provider, You are responsible for the cost of delivering the equipment to the nominated address and for ensuring that it arrives in good order.

13. PURCHASED EQUIPMENT

13.1 The following conditions apply to all Purchased Equipment:

(a) We retain ownership of the Equipment until You have paid in full Our invoices for the sale of the Equipment.

(b) We are not responsible for repairs or replacement of faulty Equipment. The manufacturer (or importer as applicable) is responsible for all warranties for the Equipment.

(c) For the avoidance of doubt, if for any reason We do not invoice You for the cost of any Equipment, We retain title to that Equipment and You must return or pay for the Equipment at Our request.

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(d) If We for any reason provide replacement Equipment to You in advance of receiving the original Equipment from You, We will issue an invoice for the manufacturer's list price of the Equipment. The invoice will be voided upon Our receipt of the original Equipment. If for any reason We do not receive the original Equipment, or the Equipment cannot be repaired or replaced under the manufacturer's warranty, then You must pay Us the invoiced cost.

14. CPE EQUIPMENT

14.1 This section applies if We have provided CPE Equipment to You.

14.2 We retain title to the CPE Equipment at all times. You have no legal or other interest in the CPE Equipment other than under this Agreement.

14.3 You must operate and house the CPE Equipment in an environment that meets the manufacturer's recommendations. You agree not to make any alterations, changes or additions to the CPE Equipment. You must not affix the CPE Equipment to real property. You must not remove any nameplate identifying the CPE Router as the property of Us or of any third party. You must turn off the CPE Equipment during electrical storms and thunderstorms.

14.4 If the CPE Equipment is faulty or otherwise requires replacement, We will repair or replace the CPE Equipment on the following terms:

(a) If the CPE Equipment is damaged or faulty in a way which would void the manufacturer's warranty, You are liable to pay Us the manufacturer's list price (commonly referred to as the 'recommended retail price' of the equipment);

(b) You are responsible for delivering the CPE Equipment to an address We nominate and You must ensure that We receive the Equipment in good order.

(c) We will repair or replace the CPE Equipment subject to the availability of replacement parts, and by using Our standard delivery service which typically involves a delivery time of 1 to 3 business days. If You request a non-standard delivery service, the cost of that delivery service will be borne by You.

(d) If We provide replacement CPE Equipment to You in advance of receiving the original CPE Equipment from You, We will issue an invoice for the manufacturer's list price of the CPE Equipment. The invoice will be voided upon Our receipt of the original CPE Equipment. If for any reason We do not receive the original CPE Equipment You must pay the invoiced cost.

14.5 You agree to notify Us immediately if the CPE Equipment is no longer able to be used, is not operating, or is totally destroyed or otherwise damaged in a way that may materially affect its use or value.

14.6 You must not lease, sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, encumber, bail or otherwise dispose of the CPE Equipment without Our prior written consent. If any person seizes or attempts to seize or take possession of the CPE Equipment You must notify Us immediately, and also notify

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that person of Our title and the rights of Our Supplier(s) concerning the CPE Equipment.

14.7 You must not remove the CPE Equipment from the Premises without Our prior written consent.

14.8 You must do everything reasonably possible to assist Us in locating the CPE Equipment if it is not in your possession..

14.9 Upon termination of this Agreement You agree to return all CPE Equipment to Us in good working order within 14 days of the termination date. You hereby grant Us, or Our nominee, the right to access and repossess CPE Equipment if this Agreement is terminated

14.10 The CPE Equipment is not deemed to have been “returned” until We receive it in good working order with all original cables and documentation. If We do not receive the CPE Equipment in good working order You agree to reimburse Us for the cost of the CPE Equipment; this will be charged according to the manufacturer's list price as at the date printed on the Service Application. You hereby authorise Us to charge your credit card for this amount.

15. IP ADDRESSES

15.1 All IP Addresses We provide to You are the property of or are licensed exclusively to Us and You retain no proprietary rights in them. All IP addresses are, therefore, non-portable and must be returned to Us upon termination of the Service.

16. PREMISES ACCESS

16.1 You agree to provide Us, Our Supplier(s) and nominees with safe, sufficient and timely access to the Premises:

(a) to inspect, test or modify any Facility or CPE Equipment which may be causing interference or danger;

(b) to install, maintain or repair the Service, a Facility or CPE Equipment; and

(c) at the termination of the Service, to remove the Service, CPE Equipment and/or Facility.

16.2 If You do not own, control or have access to the Premises You must:

(a) procure for Us, Our Supplier and nominees all such access to the Premises as may be required by clause 16.1; and

(b) indemnify Us, Our suppliers and nominees against any claim by the owner or occupier of the Premises, or any other person, in relation to the entry of Us, Our suppliers or nominees onto those premises.

17. LIMITATION OF LIABILITY

17.1 You use the Services at your own risk. Furthermore, any data stored by or for You on Our equipment is stored at your risk.

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17.2 To the full extent permitted by law, and except as expressly provided by this Agreement, all terms, conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise are excluded.

17.3 Where an Act of Parliament (including the *Trade Practices Act* (Cth)) implies any term in this Agreement, and that Act of Parliament voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is deemed to be included in this Agreement.

17.4 You warrant that you will make no claim whatsoever against Us, Our Supplier(s), employees, contractors or assignees for any loss whatsoever (including but not limited to economic and consequential loss), damages, costs or expenses relating to or arising from this Agreement or the use or attempted use of the Services (in contract, tort, including negligence, or otherwise).

17.5 Without prejudice to the above clause, and if permitted by law, Our total liability to You for loss or damage of any kind due to Our negligence, breach of contract or breach of any law arising out of or in any way related to this Agreement is limited, at Our discretion to the following:

(a) if the breach relates to services, the resupply of the service, or payment of the reasonable cost to You of procuring the services from another Supplier; or

(b) if the breach relates to goods, replacement or repair of the goods or equivalent goods.

17.6 The exclusions referred to in section (17) apply to any action giving rise to an obligation, duty or liability even if the action was not authorised, or not capable of being authorised, by You.

18. INDEMNITY

18.1 You hereby indemnify Us against all liability, costs, loss or damage, suffered or incurred by Us, Our Supplier(s), employees, contractors and assignees arising from your breach of this Agreement or of Our Acceptable Use Policy.

18.2 If You breach this Agreement You are liable for Our costs (including all legal costs on a fully indemnity basis) in exercising Our rights in relation to that breach.

18.3 You indemnify Us and will keep Us indemnified (on a fully indemnity basis) from and against any and all liability, costs, loss or damage suffered or incurred by Us to any third parties, which may arise as a result of Your use of the Service in any manner.

19. CREDIT WORTHINESS

19.1 We may conduct a credit review of You at any time. We make seek information from You, or a third party such as a credit agency, to assist in Our credit review. You hereby agree to cooperate fully with any such credit review by providing to Us any information that We reasonably request.

19.2 We may require You to provide financial security if, in Our opinion, We deem it necessary to secure Our financial exposure to You.

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19.3 You authorise Us to disclose information about You to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the Services, your ongoing credit worthiness or the status of any account held by You with Us or with any other credit provider.

19.4 We may terminate provision of the Services by notice to You (and the Early Termination Fee will apply) if You (or if You are a company, one of Your directors), enters into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership.

20. ACCEPTABLE USE POLICY

20.1 You agree that the Service may be used only in accordance with Our Acceptable Use Policy .

20.2 The Acceptable Use Policy, as modified from time to time, forms part of this Agreement.

21. VARIATION TO AGREEMENT AND/OR PRICING

21.1 Subject to clause 21.2, We may vary the terms of this Agreement, or the Schedules, including increasing or decreasing the pricing of the Services, by notice to You in writing, or by a notice on the next statement sent to you.

21.2 We will not make a significant variation without

EITHER:

(a) Before it takes effect, publishing a summary of its effect in at lease one daily newspaper circulating generally in the region where You live, and in the capital city of your state or territory; and

(b) Within the period of 6 months after it takes effect, including a notice on, or with, Your invoices or statements stating that a variation has been made and giving details about how to obtain a copy, or summary, of the variation.

OR

(c) Before it takes effect, including a notice on, or with, Your next invoice or statement, or sending a separate notice to You, giving details of the effect of the variation.

21.3 Clause 21.2 does not apply if You are a Casual Customer.

21.4 If a Price Increase occurs during the Initial Contract Period, or during a period for which You had prepaid prior to Us notifying You of a Price Increase, We will provide at least 21 days' written notice of the Price Increase and You may terminate the provision of the Service under the following strict conditions:

(a) We must receive your notice to terminate within 14 days of Our Price Increase notice being issued;

(b) You do not object to your Service being terminated within 7 days following Our receipt of your notice; and

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(c) Termination does not take effect until We have disconnected the Service which, under normal circumstances, will not occur prior to the Price Increase taking effect.

21.5 If the conditions in clauses 21.4(a) through (c) are satisfied, We will effect your termination request as soon as reasonably possible, the Price Increase will not apply to that Service and You will not be required to pay an Early Termination Fee for that Service. In addition, if You have prepaid in advance for the terminated Service We will refund the prepaid charge on a 'pro-rata' basis, less any unpaid charges You may owe Us.

21.6 Upon termination You remain bound to return any CPE Equipment and to pay all charges for provision of the Service up to the date when the Service is terminated.

21.7 You acknowledge that Suppliers sometimes have unilateral powers to vary the terms of their supply to Us and/or require Us to ensure that You do or do not do some thing. If We notify you of some requirement that arises from our obligations to our Suppliers, you must comply with that requirement as soon as possible.

22. BLOCKING AND SUSPENSION

22.1 We may block any or all Services provided to You, without notice to You, in the following circumstances:

(a) If You fail to pay an amount by it's Due Date; or

(b) The use of a Service provided to You is, in Our sole opinion, in breach of Our Acceptable Use Policy.

22.2 You will continue to be liable for charges for Services which are suspended, irrespective of whether the Service is used or not.

22.3 If the breach relates to a failure to pay money, We may levy an "unblocking fee" of a reasonable amount (not exceeding $110 GST inc per Service) , to be determined at our sole discretion, which is payable prior to the Service being unblocked.

22.4 If the breach relates to Our Acceptable Use Policy, We may require You to sign an undertaking promising not to breach Our Acceptable Use Policy prior to the Service being unblocked.

22.5 We may terminate provision of a Services if:

(a) the Service remains blocked for more than fourteen (14) days; or

(b) in Our sole opinion, You have breached Our Acceptable Use Policy on more than two occasions;

and You will be liable to pay Us the Early Termination Fee.

23. TERMINATION

23.1 The provision of Services will be ongoing until either party terminates provision of the Service by giving at least 30 days' written notice to the other party.

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23.2 This Agreement will be deemed to have been terminated, if We terminate the provision of all Services provided to You.

23.3 You acknowledge that Services do not terminate automatically. For the avoidance of doubt, You acknowledge that Your agreement with Us to provide You with Services is automatically renewed at the end of its term for a further identical term (unless cancelled or terminated in accordance with this Agreement).

23.4 If a Service is subject to a Minimum Contract Term and the Service is terminated prior to the end of the Minimum Contract Term, a fee is payable by You called the Early Termination Fee. The Early Termination Fee is calculated in accordance with the following formula:

Number of months (or portion thereof) remaining in Minimum Contract Term
(as at date of Service termination)
x
Minimum Monthly Charge for the Service

23.5 The parties acknowledge that the amounts payable by You to Us under paragraph 23.4 are payable by way of liquidated damages and represent the parties genuine pre-estimate of the loss caused to Us by the early cessation of the acquisition of a Service.

23.6 If You terminate provision of the Service during the Minimum Contract Term following a Pricing Notice of the type specified clause 21 , You will not be required to pay the Early Termination Fee.

23.7 If Our arrangements with Our Supplier(s) are terminated or frustrated in a manner which prevents Us from providing the Service to You, and We are unable to make alternative arrangements to restore the Service to You within a reasonable period, We may terminate the Service by notice to You, and You will not be required to pay Us the Early Termination Fee. We will not be liable for any loss, damage or expense arising from Our termination of the Service in these circumstances.

23.8 If You terminate the provision of a Service We are not liable to refund any charges relating to that Service or any other Service which is terminated as a result, including any charges which have been prepaid.

23.9 If You are a person (not a company or other organisation), and you die, We may terminate provision of the Service and You (or your estate or legal personal representative) will not be liable to pay an Early Termination Fee.

24. PRIVACY OF INFORMATION

24.1 We and/or Our agents may collect Your personal information, in order to provide You with personalised services. We may use Your personal information for purposes that are related to providing the Service which would reasonably be expected (including purposes relating to informing You about the features of Our Services, or other Services We may offer You, or conducting analysis in order to improve the Service).

24.2 We may disclose and receive personal information or documents about You to or from:

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(a) Law enforcement agencies to assist them with the investigation or prevention of any criminal activity;

(b) Credit providers or credit reporting agencies for purposes permitted under the *Privacy Act*

(c) Our agents, service and content providers and dealers, or any Related Body Corporate for purposes related to providing You with the Service.

24.3 We will provide You with access to any personal information We hold about You, in accordance with the *Privacy Act*.

24.4 You acknowledge that any telephone enquiry made to Us may be recorded for coaching and quality assessment purposes.

25. WAIVER

25.1 We will not waive any right under this Agreement except in writing.

25.2 A waiver by Us will not prejudice Our rights in respect of any subsequent breach of this Agreement by You.

25.3 A failure or delay in enforcing a right under this Agreement does not constitute a waiver.

26. ASSIGNMENT

26.1 You may not transfer or assign any rights or obligations under this Agreement without Our prior written permission.

26.2 We may, without notice to You:

(a) transfer Our rights and obligations under this Agreement to Our nominee;

(b) temporarily or permanently delegate Our obligations under this Agreement;

(c) require You to novate this Agreement in favour of Our nominee; or

26.3 You hereby grant to Us a specific purpose irrevocable power of attorney to sign any necessary document to enable Us to execute any transfer delegation or novation described in clause 26.2. We will notify You promptly if We exercise such power of attorney.

27. NOTICES

27.1 All notices will be in writing and may be sent by hand delivery, post, or facsimile to the parties to this Agreement at their respective addresses. Notices by e-mail are only valid from Us to You, not vice versa. A notice need not be signed if it states by whose authority it is sent.

27.2 Your street address telephone and fax numbers will be those listed on the Application until further notice. You undertake to notify Us at least 7 days prior to any change of Your street address.

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27.3 Unless you notify Us in writing of an alternative e-mail address, Your e-mail address for the purpose of sending notices to You will be the e-mail address that we provide to You as part of a Service. It is Your responsibility to:

(a) regularly check that e-mail address (or any alternative e-mail address which You have provided to Us) for notices from Us; and

(b) notify us within 24 hours of any change or cessation in any e-mail address You have notified to Us, failing which We will be entitled to use the e-mail address that We provide to You as part of a Service for all future notices if We are able to determine that the e-mail address notified to Us by You has changed or ceased.

27.4 Our details for service of notices are as follows, unless notified otherwise:

By facsimile: 1300 133 999

By post: Connexus Internet Service
Attn: Accounts Manager
PO Box 193,
Collins Street West,
Melbourne VIC 8007.

27.5 A notice is taken to be received:

(a) in the case of a notice delivered by hand, when delivered;

(b) in the case of a notice sent by pre-paid post, on the second business day after the date of posting;

(c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms that all of the pages comprised in the notice have been successfully sent to the receiving party's facsimile number; and

(d) in the case of a notice sent by e-mail, 48 hours after it is sent by Us to You.

28. COSTS AND STAMP DUTY

Each of the parties to this Agreement is responsible for its own costs and expenses of and in connection with the negotiation, preparation, execution, stamping, registration and completion of this Agreement and of any document contemplated by this Agreement

29. UNAVOIDABLE EVENTS

No failure or omission to carry out or observe any term of this Agreement will give rise to a claim by any party against another or result in a breach of this Agreement if such failure or omission arises by reason of delay or inability to perform caused by war, whether declared or not, civil rebellion, strike, fire, storm or other severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond the reasonable control of the defaulting party.

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30. FURTHER ACTS

Each of the parties will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement.

31. ENTIRE UNDERSTANDING

This Agreement, together with the Schedules and the Acceptable Use Policy, supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Agreement.

32. SUCCESSORS AND ASSIGNS

This Agreement enures to the benefit of and be binding upon each of the parties and their respective successors and authorised assigns.

33. PARTIAL EXERCISE OF RIGHTS

No single or partial exercise by any party of any right, power or remedy under this Agreement precludes any other or further exercise of that or any other right, power or remedy.

34. NO EXCLUSION OF RIGHTS

The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.

35. SEVERANCE

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

36. APPLICATION OF LEGISLATION

Unless application is mandatory by law, no legislation, proclamation, order, regulation or moratorium whether present or future applies to this Agreement so as to extinguish, impair, delay or otherwise alter the rights, powers or remedies of any of the parties.

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37. COUNTERPARTS

This Agreement may consist of a number of counterparts, each of which when executed will be an original and all the counterparts together will constitute one and the same instrument.

38. PROVISIONS SURVIVE COMPLETION

Each provision of this Agreement capable of having effect after completion and each representation and warranty made in this Agreement will survive the execution, delivery and completion of this Agreement and the performance of all obligations under this Agreement and will not merge on completion.

39. INDEMNITY

Each indemnity under this Agreement is a continuing indemnity and constitutes a separate and independent obligation of the party giving the indemnity from its other obligations under this Agreement and will survive the execution, delivery, completion and termination of this Agreement.

40. POWERS OF ATTORNEY

If this Agreement is executed under power of attorney, each of the Attorneys executing this Agreement hereby warrants that he has at the time of executing this Agreement no notice of revocation of the power of attorney under the authority of which he executes this Agreement.

41. RULE OF CONSTRUCTION

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

42. GOVERNING LAW AND JURISDICTION

42.1 This Agreement will be construed in accordance with and will be governed by the laws in force in the State of Victoria.

42.2 Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

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SCHEDULE 1

DIALUP INTERNET SERVICE –

HOME, BUSINESS AND PERMANENT CONNECTION

Dialup Internet Service is a type of service that provides Internet connection using an analogue modem attached to a PSTN line. To use this service You must initiate a PSTN call from your modem, using your computer, to the telephone number of one of Our Points of Presence (**"**POP**"**). The time between Us receiving your call and your call being disconnected is referred to as a "session".

1. Our Charges for the Dialup Internet Service are tabulated as follows:

   (a) Dialup Internet Service (Home) - Tables 1.1;

   (b) Dialup Internet Service (Business) – Table 1.2; and

   (c) Dialup Internet Service (Permanent Connection) – Table 1.3 and 1.4.

2. The standard features and special conditions associated with each of these Dialup Internet Services are listed at the ends of Tables 1.1, 1.2 and 1.3 respectively.

3. If You use Our Dialup Internet Service, but have not acquired a plan listed in Table 1.1, We will charge all sessions at the Home Casual rate listed in Table 1.1.

4. You are required to provide the equipment necessary to use this service (including a compatible computer, compatible modem and a PSTN telephone service of a quality suitable for modem use).

5. You are responsible for all telecommunications charges associated with this service, including the cost of all calls. Under no circumstances will We accept liability for call charges; this exclusion of liability includes any STD charges You may accrue when calling the POP numbers that We provide to You. It is your responsibility to determine the cost of calls to Our POP and We strenuously recommend that You consult the provider(s) of your telephone service and telephone long distance calls before using a POP number that We provide, in order to clarify the cost of calling Our POP numbers.

6. The modulations supported on the Dialup Internet Service are ITU-T V.32, V.32bis, V.34, V.34bis and V.90.

7. The maximum speeds supported on the Dialup Internet Service are 56,000 bits per second (transmit speed to You) and 33,600 bits per second (receive speed from You). However these speeds reflect theoretical limits and are rarely achieved in practice. We do not guarantee the ability to connect at any particular speed, nor the actual performance of the Service once connected.

8. We may enforce session limits, retry delay, and idle timeouts on sessions, as described in the pricing tables.

   (a) "Session limit" refers to the maximum permitted duration of a call, after which We may disconnect your session. Upon disconnection for this reason, We will only accept another call from You after the "retry delay" has expired.

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(b) "Idle timeout" refers to the maximum permitted period of inactivity (absence of data flow to or from You), after which We may disconnect your call.

9. It is your responsibility to disconnect the call (also referred to as hanging-up the connection) when You have finished using the Internet. If You do not disconnect the call, your session may remain active and You will be responsible for any charges that accrue.

Table 1.1 Internet Dialup Service Pricing – Home Customers

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included (per month)	Charge for additional usage (inc. GST)
Home 20	Annually	$150/yr	$165/yr	20 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 40	Annually	$250/yr	$275/yr	40 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 60	Annually	$350/yr	$385/yr	60 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 20-Q	Quarterly	$90/qtr	$99/qtr	20 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 40-Q	Quarterly	$120/qtr	$132/qtr	40 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 60-Q	Quarterly	$150/qtr	$165/qtr	60 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 20-M	Monthly	$15/mth	$16.50/mth	20 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 40-M	Monthly	$25/mth	$27.50/mth	40 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home 60-M	Monthly	$35/mth	$38.50/mth	60 hours, no limit on megabytes	$0.0275/min. ($1.65 per hour)
Home Casual	Monthly	$ nil	$ nil	No usage included	$ 0.0367/min. ($2.20 per hour)
Home Unlimited (Metro)	Annually	$ 22.68 /mth	$ 24.95/mth	No limits on time or megabytes, however a 4 hour session limit and 20 minute idle timeout apply	Not applicable
Home Unlimited (Metro)	Annually	$ 22.68 /mth	$ 240/year	No limits on time or megabytes, however a 4 hour session limit and 20	Not applicable

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				minute idle timeout apply	

Standard Features of the Above Accounts:

(a) Five mailboxes per Account for residential use;

(b) 10 Megabyte of web space per Account.

Special conditions applicable to above Accounts:

(a) A once-off setup charge of $20 ex GST ($22 inc GST) applies to all Accounts.

(b) Accounts with a monthly payment frequency may only be paid by automatic credit card debit;

(c) Concurrent usage by You is not permitted.

(d) A domain name cannot be attached to these Accounts;

(e) The Home Casual account is only offered in conjunction with a Broadband Service.

(f) The Home Unlimited account cannot be used through our national 0198 number. It can only be accessed through our Points of Presence in Melbourne, Sydney, Brisbane, Adelaide, Perth and Gold Coast metropolitan areas. Customers using the Home Unlimited account may experience a lower level of service than other Home Plans during peak periods.

Table 1.2 Internet Dialup Service Pricing – Business Customers

Account Name	**Payment Frequency**	**Prepaid Charge (ex. GST)**	**Prepaid Charge (inc. GST)**	**Usage included per month**	**Charge for additional usage (inc. GST)**
Business 20	Annually	$280/yr	$308/yr	20 hours, no limit on megabytes	$ 0.0367/min. ($2.20 per hour)
Business 40	Annually	$480/yr	$528/yr	40 hours, no limit on megabytes	$ 0.0367/min. ($2.20 per hour)
Business 60	Annually	$580/yr	$638/yr	60 hours, no limit on megabytes	$ 0.0367/min. ($2.20 per hour)
Business 100	Annually	$680/yr	$748/yr	100 hours, no limit on megabytes	$ 0.0367/min. ($2.20 per hour)
Business Hours	Annually	$695/yr	$764.50/yr	Unlimited time between 6am-6pm Monday to Friday; and 300 megabytes	$ 0.0367/min. ($2.20 per hour) and 19c/MB.
Business Hours Monthly	Monthly	$65/mth	$71.50/mth	Unlimited time between 6am-6pm Monday to Friday; and 300 megabytes	$ 0.03667/min. ($2.20 per hour) and 19c/MB.

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Business Hours Unlimited	Annually	$995/yr	$1094.50/yr	Unlimited time between 6am-6pm Monday to Friday; and no limit on megabytes	$ 0.03667/min. ($2.20 per hour)
Business Hours Unlimited Monthly	Monthly	$95/mth	$104.50/mth	Unlimited time between 6am-6pm Monday to Friday; and no limit on megabytes	$ 0.03667/min. ($2.20 per hour)
Business Casual	Monthly	$ nil	$ nil	No usage included	$ 0.055/min. ($3.30 per hour)

Standard Features of the Above Accounts:

(a) One mailbox per Account;

(b) 10 Megabyte of web space per Account (no domain name included).

Special conditions applicable to above Accounts:

(a) No setup charge applies to all Accounts.

(b) Simultaneous usage by You is permitted, however usage by all sessions is measured and charged.

(c) The Business Casual account is only offered in conjunction with a Broadband Service.

Table 1.3 Setup Charge – Internet Dialup Service - Permanent Connections

Type of Account	**Minimum Contract Term**	**Setup Charge (ex. GST)**	**Setup Charge (inc. GST)**
Permanent Modem Account with no equipment supplied	1 month	$199.00	$218.90
Permanent Modem Account with no equipment supplied	12 months	$99.00	$108.90
Permanent Modem Account with no equipment supplied	18 months	$50.00	$55.00

Special conditions:

(a) The Setup charge for 2-channel Permanent Modem Accounts is 50% higher than the Setup Charge for standard Permanent Modem Accounts.

Table 1.4 Internet Dialup Service Pricing – Permanent Connections

Account Name	**Payment Frequency**	**Prepaid Charge (ex. GST)**	**Prepaid Charge (inc. GST)**	**Usage included per month**	**Charge for additional usage (inc.**

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					GST)
Permanent Modem Standard	Monthly	$79/mth	$86.90/mth	500 MB; no limit on time	$0.165c/MB
Permanent Modem 2-channel	Moonthly	$129/mth	$141.90/mth	500 MB; no limit on time	$0.165c/MB
Permanent Modem 1GB	Monthly	$150/mth	$165/mth	1000 MB; no limit on time	$0.165c/MB
Permanent Modem Unlimited	Monthly	$330/mth	$363/mth	No limit on time or megabytes	Not applicable.

Standard Features of the Above Accounts:

(b) One mailbox per Account;

(c) 10 Megabyte of web space per Account (no domain name included).

Special conditions applicable to above Accounts:

(a) A once-off setup charge of $395 ex GST ($434.50 inc GST) applies to all Accounts.

(b) Simultaneous usage by You is not permitted.

(c) Except by special approval, Permanent Modem products are only available from Connexus-owned Points of Presence (Melbourne, Sydney, Brisbane, Adelaide, Perth and Gold Coast).

(d) The Permanent Modem 2-channel product operates using the Multilink PPP protocol and requires the customer to maintain two modems, two telephone lines and a compatible Multilink PPP software or hardware device.

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SCHEDULE 2

ISDN INTERNET SERVICE

ISDN Internet Service is a type of service that provides Internet connection using an ISDN (Integrated Services Digital Network) line. To use this service You must initiate an ISDN call from an ISDN device, to the digital telephone number of one of Our Points of Presence ("POP"), using the username and password provided by Us.. The time between Us receiving your call and your call being disconnected is referred to as a "session".

1. Our Charges for the ISDN Internet Service are tabulated in Table 2.1.

2. The standard features and special conditions associated with the ISDN Internet Service are listed at the end of Table 2.1.

3. If You use Our ISDN Internet Service, but have not acquired a plan listed in table 2.1, We will charge all sessions at the ISDN Casual rate listed in table 2.1.

4. You are required to provide the equipment necessary to use this service (including a compatible computer, compatible ISDN device and an ISDN service of a specification suitable for connecting to Our digital telephone number).

5. You are responsible for all telecommunications charges associated with this service, including the cost of all calls. Under no circumstances will We accept liability for call charges; this exclusion of liability includes any STD charges You may accrue when calling the POP numbers that We provide to You. It is your responsibility to determine the cost of calls to Our POP and We strenuously recommend that You consult the provider(s) of your telephone service and telephone long distance calls before using a POP number that We provide, in order to clarify the cost of calling Our POP numbers.

6. The maximum speed supported on the ISDN Internet Service is 64,000 bits per second, per ISDN channel. Multiple channels may be aggregated to increase the effective connection speed using Multilink PPP protocol, but only if We grant permission. Each ISDN channel is measured as a separate usage session. We do not guarantee the ability to connect at any particular speed, nor the actual performance of the Service once connected.

7. We may enforce session limits, retry delay, and idle timeouts on sessions, as described in the pricing tables.

   (a) "Session limit" refers to the maximum permitted duration of a call, after which We may disconnect your session. Upon disconnection for this reason, We will only accept another call from You after the "retry delay" has expired.

   (b) "Idle timeout" refers to the maximum permitted period of inactivity (absence of data flow to or from You), after which We may disconnect your call.

8. It is your responsibility to disconnect the call (also referred to as hanging-up the connection) when You have finished using the Internet. If You do not disconnect the call, your session may remain active and You will be responsible for any charges that accrue.

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9. The Charge payable for Business ISDN (Permanent) Services is determined by the Zone in which the call is terminated. The Zones are defined as follows:

(c) Primary Zone: The local call areas of Melbourne, Sydney, Brisbane, Adelaide, Perth, Gold Coast

(d) Secondary Zone: All other areas.

Table 2.1 Setup Charge – ISDN Accounts

Type of Account	Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
ISDN Dialup Account with no equipment supplied	1 month	$ 20.00	$22.00
ISDN Permanent Account with no equipment supplied	1 month	$499.00	$548.90
ISDN Permanent Account with no equipment supplied	12 months	$299.00	$328.90
ISDN Permanent Account with no equipment supplied	18 months	$249.00	$273.90

Table 2.2 ISDN Dialup Service Pricing – Home and Business Customers

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
ISDN Casual (Dialup)	Monthly	$nil	$nil	No usage included	$ 0.0734/min. ($4.40 per hour)
ISDN Annual 20	Yearly	$280/yr	$308/yr	20 hours per month	$2.20 per hour
Business ISDN 64 (Permanent) – Primary Zone	Monthly	$79/mth	$86.90/mth	500 MB	$0.165c/MB
Business ISDN 64 (Permanent) – Secondary Zone	Monthly	$129/mth	$141.90/mth	500 MB	$0.165c/MB
Business ISDN 128 (Permanent) – Primary Zone	Monthly	$129/mth	$141.90/mth	500 MB	$0.165c/MB
Business ISDN 128 (Permanent) – Secondary Zone	Monthly	$258/mth	$283.80/mth	500 MB	$0.165c/MB
Business ISDN 64K Unlimited (Permanent)	Monthly	$895/mth	$984.50/mth	No limit on time or megabytes	Not applicable.

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Business ISDN 128K Unlimited (Permanent)	Monthly	$1395/mth	$1534.50/mth	No limit on time or megabytes	Not applicable.

Standard Features of the Above Accounts:

(a) One mailbox per Account;

(b) 10 Megabyte of web space per Account (no domain name included).

Special conditions applicable to above Accounts:

(a) Simultaneous usage of an ISDN Permanent Account is not permitted.

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SCHEDULE 3

BROADBAND INTERNET SERVICE –

HOME AND BUSINESS

Introduction

Broadband Internet Service (**"**Broadband Service**"**) is a type of service that provides Internet connection using DSL (Digital Subscriber Line) technology. As part of this service, We will activate a DSL line at the nominated premises, to which an approved DSL modem (or DSL modem router) must be attached to use the Broadband Internet Service.

If We provide a Bridged or Routed connection type, the Service is constantly connected (subject to any interruptions). Accordingly, no username or password is required to connect, and We may measure usage sessions in arbitrary periods at Our discretion (including but not limited to hourly or daily).

If We provide a User Authentication connection type, to use the Internet You must initiate a PPPoA or PPPoE tunnel to Our server through the DSL modem (or DSL modem router), and provide your matching username and password. Once connected, all data is transmitted and received through the tunnel. The time between the tunnel being established and your tunnel being disconnected is referred to as a "session".

Connection

1. Broadband Services may only be installed at a premises which has compatible telecommunications infrastructure. The compatibility requirements are subject to change from time to time, but generally, the following guidelines apply:

   (a) There must be direct copper lines installed between the premises and the nearest Telstra telephone exchange. Lines connected to a Pairgain, RIM, sub-exchange or other facility are not supported. Distance limitations also apply to the length of the copper lines.

   (b) The telephone exchange must be DSL enabled for Broadband Service.

2. All proposed Broadband Services are subject to a service qualification process, during which the compatibility of the proposed service is tested. The pre-qualification check (also referred to as Availability Check) of a phone number is not confirmation that Broadband Service is available at a particular premises or on a particular telephone line. Our acceptance of an application for Broadband Service does not constitute an obligation for Us to provide the Service. We will not be liable if We cannot install or activate a Service for any reason.

3. The number of Services which may be connected at any given telephone exchange is limited by the capacity of the equipment installed at the exchange. If the exchange has no available capacity your application will be placed on a waiting list until additional capacity is provisioned. The issue of exchange capacity is outside Our control and We do not accept liability for any losses You incur as a result of such delays.

4. You acknowledge that if voices services are provided over the Service, these voice services are not classified as standard telephone services, and therefore they are

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not subject to the “Customer Service Guarantees” administered by the Australian Telecommunications Authority.

5. We may provide the Service using one of two line methods:

   (a) Shared Spectrum technology, whereby the Broadband Services shares an existing telephone service at the Premises; or

   (b) Universal Local Loop technology, whereby the Broadband Service is connected to a dedicated copper pair at the Premises, which includes a telephone service which has been disconnected.

6. The line method We decide to use to the deliver the Broadband Service to You (whether it is Shared Spectrum, Universal Local Loop or any other technology) is entirely at Our discretion.

7. Special conditions apply to the provision of the Broadband Service depending upon the line method by which We deliver Your Broadband Service.

8. Upon connection of a Broadband Service, We will advise You that the Broadband Service has been connected, provide You with a basic instruction guide (in electronic or printed format, at Our discretion), and ship any Equipment that We have agreed to provide. You are responsible for managing the installation of the Equipment. If You request Us to dispatch a technician or field officer, charges will apply. Charging of the Service commences in accordance with section 2.3 of the Agreement.

Special Conditions for Shared Spectrum services

This section applies to all Broadband Services provided using Shared Spectrum technology.

You must nominate an active telephone line on which Broadband Service should be activated. Spectrum sharing technology is used to allow the simultaneous use of the telephone line for Broadband Service and standard telephone calls.

1. You are required to connect a line filter to each device (other than the DSL modem) connected to the telephone line that is nominated for the Service. If You request CPE Equipment from Us, We will provide one line filter. Additional filters may be purchased for a cost as outlined in Tables 3.4 and 3.7.

2. If You have more than three (3) devices connected to the telephone line nominated for the Broadband Service, or if You have a security system or PABX installed, You must arrange for installation of a central splitter by a certified installer. The cost of purchasing and installing the central splitter is your responsibility. We cannot delay the activation or charging of the Broadband Service, (irrespective of when the central splitter is installed).

3. You acknowledge that your telephone service may be temporarily disrupted during activation of the Broadband Service. The disruption is typically less than 5 minutes, however We are not responsible if the disruption is prolonged.

4. You acknowledge that some incompatible products may not be supplied to You by Telstra, or a reseller of Telstra, on the telephone line used for Broadband Service.

5. You must be the lessee of the telephone line used for Broadband Service (as recorded by the carriage service provider of the telephone line). Another party must

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not be the lessee of the telephone line. You must provide Us evidence, on Our request, that You are the lessee of the telephone line.

6. You must continue to pay line rental and call charges to the carriage service provider(s) who provide(s) your telephone service. We cannot provide the Broadband Service unless You continue to maintain the telephone service with Telstra or a reseller of Telstra.

7. You acknowledge that, other than faults specifically with the Broadband Service, We are not responsible for any faults with the telephone line, and You must report any such faults to the carriage service provider of your telephone line. Further, any contractual rights You may have against the provider of your telephone service are not enforceable against Us or Our Suppliers.

8. You acknowledge that if the account holder or lessee of the telephone line is changed, or your telephone line is disconnected or suspended, the Service may be disconnected without any notice to You. This is a matter between You and your carriage service provider. We will charge You a reconnection fee of $99 (including GST) and the reconnection process may a number of days, a delay for which We accept no liability.

Special Conditions for ULL Services

This section applies to Broadband Services provisioned using “Universal Local Loop” technology only.

1. For ULL Broadband Services, there must be a spare copper line available at the Premises, or You must allow Us to convert a working telephone line to DSL.

2. Once the Service is activated, that line may only be used for Broadband Service, and may not be used for telephone calls. For this reason, You are not required to pay separate line rental for the line used by the Broadband Service (other than the charges You pay to Us).

Equipment

1. You require equipment in order to use the Broadband Service. You may provide your own equipment. If We agree, We may provide for use with the Service. The terms governing the provision of such equipment are outlined in the Agreement. The type and level of technical support We provide for any Equipment is subject to Our Help Desk Support Policy.

2. If We supply equipment with an Ethernet or USB interface, You acknowledge that the equipment does not include any Ethernet hubs, network cards or USB cards. You are responsible for arranging connection of the equipment to your computer system or network.

Relocation

1. A service will only be relocated if the proposed telephone line and premises meet the same requirements for a new Service as outlined in paragraph 1 under the heading “Connection” above. We accept no liability if We cannot relocate a Service for any reason, not do We accept any liability for any delays or interruptions which may occur during, or as a result of, a relocation.

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3. A relocation charge is payable for each relocation. You may be eligible for the discounted relocation charge if the following characteristics are satisfied:

   (a) The service being relocated is a Connexus ADSL service other than a Connexus Business Pro ADSL service; and

   (b) No on-site attendance by Our staff or Our contractors is required at the new or existing premises in conjunction with relocation of the service; and

   (c) New IP addresses are assigned to the relocated service; ie. The existing IP addresses are not transferred to the relocated Service.

   If You are not eligible for the discounted relocation charge then the standard relocation charge is payable.

4. If You have been assigned a static or fixed IP address(es) on the Broadband Service, limitations may apply when relocating which may include a requirement to change a Fixed IP Address. We do not accept responsibility for any costs associated with a change of IP addresses.

5. In the event that We connected the Broadband Service at the new location prior to the original service being disconnected, each Broadband Service will be billed separately and You will be liable for recurring and usage charges on both services until the original service is disconnected.

6. If We are unable to connect the relocated service prior to the original service being disconnected, We may agree to provide a temporary Dialup Internet Service until the relocated service has been connected. The charges for the temporary Dialup Internet Service will be the same as for the Broadband Service and usage on the Dialup Internet Service will be measured and charged as if was used on the Broadband Service.

Reconnection

1. A “reconnection” occurs if We re-connect the Broadband Service at the same premises as it was previously connected for any reason, including but not limited to:

   (a) Disconnection of the Broadband Service due to Your breach of this Agreement, but prior to us terminating provision of the Broadband Service; and

   (b) Disconnection of the telephone service used to provide the Broadband Service. In such case, written or verbal notification from our Supplier to Us that the telephone service has been disconnected represents bona fide proof of disconnection, irrespective of whether You believe the telephone service has been disconnected or whether the disconnection was followed by an immediate reconnection. Any disputes relating to the disconnection and/or reconnection of telephone services do not involve Us and must be directed to the service provider of Your telephone service.

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2. A reconnection charge is payable for each reconnection, as set out in Table 3.4 and Table 3.7.

Modification

1. You may apply to Us to modify a Broadband Service. A modification is any change to an existing Broadband Service which does not involve relocating the service. Tables 3.2, 3.3 and 3.4 list the available modification options.

2. A modification charge is payable for each modification, as set out in Table 3.4.

3. The modification processes typically takes between 1 and 10 days, however We will not be liable for any delays or for any interruption to Service associated with the modification.

4. During the initial Contract Term, You may not undertake any modifications which have the effect of reducing the minimum monthly charge of the Broadband Service.

Faults and Backup Service

1. We do not warrant that the Broadband Service will be continuous or fault-free. You are required to contact Our HelpDesk in the event of any service interruption. Fault resolution may take up to 72 hours, sometimes longer, and We do not accept any responsibility for any loss You may incur as a result of the Broadband Service being unavailable.

2. We provide a Backup Service which may be used when your Broadband Service is unavailable due to a fault or other reasons. The type of Backup Service available to You depends on the type of Broadband Service You have acquired from Us, and may include a Dialup Internet or ISDN Internet service, the specifications for which are described in the Dialup Internet Service and ISDN Internet Service Schedules respectively. You must supply the equipment necessary for using the Backup Service

3. If indicated in the Backup Service specification within the Pricing Table, We may provide the same IP addresses through the Backup Service as used by the Broadband Service. This service must be arranged with Us prior to You using the Backup Service. You acknowledge that this feature is available only by dialing into one of Our capital city Points of Presence, and not via Our national number.

4. The charges associated with the Backup Service, if any, are listed in the standard features and special conditions at the ends of Table .3.3 and 3.6 respectively.

5. Any data usage on the Backup Service will be aggregated with your Broadband Service and will be charged as if it had been Broadband usage.

Events Causing Termination

1. This clause applies in addition to the Termination section of the Main Agreement. The Early Termination Fee also remains applicable. We may terminate provision of the Broadband Service without notice or liability under any of the following conditions:

   (a) Your use of the Service interferes with Our Suppliers' network or systems;

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(b) The telephone line on which the Broadband Service is activated is disconnected and remains disconnected for 14 days or longer, and We are not in the process of (i) reconnecting the Broadband Service or (ii) relocating the Broadband Service to a premises which is compatible with the Service (not applicable for Business Pro services);

(c) The lessee of the telephone line on which the Broadband Service is activated is a person other than You.

(d) You request another carriage service provider to provide a standard telephone service using the copper pair on which We provide the Broadband Service

2. You acknowledge that transferring your Broadband Service to another carriage service provider does not constitute termination of the Service, as some elements of the Service remain available for You to use after a transfer. You continue to be liable to Us for the standard charges applicable to the Service until You request termination in accordance with of the provisions of the Agreement.

Charges

1. Our Charges for the Broadband Service are tabulated as follows:

   (a) Broadband Service (Business) - Tables 3.1 to 3.4;

   (b) Broadband Service (Home) – Tables 3.5 to 3.7

2. The standard features and special conditions associated with each of these Broadband Services are listed at the ends of Tables 3.3 and 3.6 respectively.

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Pricing Schedule for Broadband Internet – Business Accounts

The price payable for this Broadband Service consists of four components:

(a) A connection charge as set out in Tables 3.1.1 to 3.1.3, the price for which depends on the type of service, the length of the Minimum Contract Term and the type of equipment, if any, We provide to You.

(b) An upgraded equipment charge per table 3.2, if We supply equipment to You which is different than the CPE Equipment We normally supply. The charge for the upgraded equipment is in addition to the connection Charge with CPE Equipment.

(c) A recurring charge per table 3.3.1 to 3.3.9 except:;

(i) If the Application for the Service was received prior to 1 September 2003 then the charges in table 3.3.2 apply instead. However You may choose to migrate the Service to the new charges (per table 3.6.1) by 30 days notice in writing to Us, such migration only permitted after the expiry of the Initial Contract Period.

(d) A charge for additional services as per table 3.4.

Table 3.1.1 Setup Charge – Business DSL services other than "Business Pro"

Type of CPE Equipment provided	Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
One DSL Modem and one line filter	6 months	$399.00	438.90
One DSL Modem and one line filter	12 months	$219.00	$240.90
One DSL Modem and one line filter	18 months	$149.00	$163.90
No CPE Equipment provided	6 months	$299.00	$328.90
No CPE Equipment provided	12 months	$99.00	$108.90
No CPE Equipment provided	18 months	$nil	$nil

Table 3.1.2 Setup Charge – "Business Pro" ADSL Services

Type of CPE Equipment provided	Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
One DSL Router and one line filter	12 months	$499.00	$548.90
One DSL Router and one line filter	18 months	$399.00	$438.90
No CPE Equipment provided	12 months	$399.00	$438.90
No CPE Equipment provided	18 months	$349.00	$383.90

Table 3.1.3 Setup Charge – "Business Pro" SDSL (S.HDSL) Services

Type of CPE Equipment provided	Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
One DSL Router and one line filter	12 months	$699.00	$768.90
One DSL Router and one line filter	18 months	$499.00	$548.90

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No CPE Equipment provided	12 months	$399.00	$438.90
No CPE Equipment provided	18 months	$349.00	$383.90

Table 3.2 Upgraded Equipment Charge – Business Accounts

Upgrade From	Upgrade To	Upgrade Charge (ex. GST)	Upgrade Charge (inc. GST)
DSL Modem	D-link DSL-500 Router	$ 200.00	$ 220.00
DSL Modem	Netcomm NB3300 Router or NetComm 5580 Router	$ 250.00	$ 275.00
DSL Modem	Cisco 827 or 837 Router with IP feature set	$995.00	$1094.50
DSL Modem	Cisco 828 SDSL Router with IP feature set	$ 1350.00	1485.00

Table 3.3.1 Recurring Charge – Business Broadband Accounts – for Services applied for on or after 1 September 2003 but before 5 October 2004

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Business 256	Monthly	$79/mth	$86.90/mth	500 MB	$0.165/MB
Business 512	Monthly	$99/mth	$108.90/mth	500 MB	$0.165/MB
Business 1500	Monthly	$129/mth	$141.90/mth	500 MB	$0.165/MB
Business SDSL 512	Monthly	$269/mth	$295.90/mth	1000 MB	$0.165/MB
Business Pro 2000	Monthly	$299/mth	$328.90/mth	1000 MB	$0.165/MB
Business Pro 6000	Monthly	$499/mth	$548.90/mth	1000 MB	$0.165/MB
Business SDSL 2000	Monthly	$599/mth	$658.90/mth	2000 MB	$0.165/MB

Table 3.3.2 Recurring Charge – Business Broadband Accounts – for Services applied for prior to 1 September 2003

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Business 256	Monthly	$79/mth	$86.90/mth	300 MB	$0.165/MB
Business 512	Monthly	$89/mth	$97.90/mth	300 MB	$0.165/MB
Business 1500	Monthly	$129/mth	$141.90/mth	500 MB	$0.165/MB
Business SDSL 512	Monthly	$269/mth	$295.90/mth	1000 MB	$0.165/MB
Business Pro 2000	Monthly	$299/mth	$328.90/mth	1000 MB	$0.165/MB
Business Pro 6000	Monthly	$549/mth	$603.90/mth	1000 MB	$0.165/MB
Business SDSL 2000	Monthly	$599/mth	$658.90/mth	2000 MB	$0.165/MB

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Table 3.3.3 Recurring Charge – Business Broadband Accounts – for Services applied for on or after 5 October 2004 and before 1 August 2006

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
SoHo 256	Monthly	$69/mth	$75.90/mth	2000 MB	$0.165/MB
SoHo 512	Monthly	$89/mth	$97.90/mth	2000 MB	$0.165/MB
Business 256	Monthly	$79/mth	$86.90/mth	1000 MB	$0.165/MB
Business 512	Monthly	$99/mth	$108.90/mth	1000 MB	$0.165/MB
Business 512 Plus	Monthly	$139/mth	$152.90/mth	5000 MB	$0.165/MB
Business 1500	Monthly	$129/mth	$141.90/mth	1000 MB	$0.165/MB
Business 1500 Plus	Monthly	$199/mth	$218.90/mth	5000 MB	$0.165/MB
Business SDSL 512	Monthly	$269/mth	$295.90/mth	2000 MB	$0.165/MB
Business Pro 2000	Monthly	$299/mth	$328.90/mth	2000 MB	$0.165/MB
Business Pro 6000	Monthly	$499/mth	$548.90/mth	2000 MB	$0.165/MB
Business Pro SDSL 2000	Monthly	$599/mth	$658.90/mth	2000 MB	$0.165/MB
Business Pro SDSL 4000	Monthly	$979/mth	$1076.90/mth	4000 MB	$0.165/MB

Table 3.3.4 Recurring Charge – Business Broadband Accounts – for Services applied for on or after 1 August 2006

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
SoHo 256	Monthly	$69/mth	$75.90/mth	2000 MB	$0.165/MB
SoHo 512	Monthly	$89/mth	$97.90/mth	2000 MB	$0.165/MB
Business 256	Monthly	$79/mth	$86.90/mth	1000 MB	$0.165/MB
Business 512	Monthly	$99/mth	$108.90/mth	1000 MB	$0.165/MB
Business 512 Plus	Monthly	$139/mth	$152.90/mth	5000 MB	$0.165/MB
Business 1500	Monthly	$129/mth	$141.90/mth	1000 MB	$0.165/MB
Business 1500 Plus	Monthly	$199/mth	$218.90/mth	5000 MB	$0.165/MB
Business 8000 Plus	Monthly	$269/mth	$295.90/mth	8000 MB	$0.165/MB
Business SDSL 512	Monthly	$199/mth	$218.90/mth	2000 MB	$0.165/MB
Business Pro 2000	Monthly	$299/mth	$328.90/mth	2000 MB	$0.165/MB
Business Pro 6000	Monthly	$499/mth	$548.90/mth	4000 MB	$0.165/MB
Business Pro SDSL 2000	Monthly	$599/mth	$658.90/mth	5000 MB	$0.165/MB

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Business Pro SDSL 4000	Monthly	$979/mth	$1076.90/mth	5000 MB	$0.165/MB

Standard Features of the Broadband Business Accounts:

(a) One mailbox per Account;

(b) 10 Megabyte of web Space per Account.

Special conditions applicable to CPE Equipment supplied with Broadband Business Accounts:

(a) If the Broadband Business Service was applied for on or after 1 July 2003, and you paid us to supply CPE Equipment for that Service, You shall receive ownership of that CPE Equipment upon expiry of the Initial Contract period with the following conditions:

(i) We must have received full payment for all charges incurred by You for all products and services supplied to You by Us and You must not be in breach of any condition of this Agreement; and

(ii) The CPE Equipment is one of the following models:

(A) D-link DSL-200 ADSL Modem

(B) D-link DSL-300 ADSL Modem

(C) NetComm NB1300, NB1300-4, NB5 ADSL Modem

(D) Any brand or model of In-line Filter

For the avoidance of any doubt, We retain full ownership CPE Equipment of any other brand or model at all times and such equipment must be returned to us if the Service is terminated for any reason.

(b) If the Service is terminated by either party all warranty and support issues for former-CPE Equipment must be directed to the equipment manufacturer or importer and not to Us.

Special conditions applicable to Broadband Business Accounts:

(a) The Customer may use the Dialup Internet Service however any usage of the Dialup Internet Service will be charged at $0.0367 per minute including GST ($2.20 per hour), unless the Customer's use of the Dialup Internet Service results from a failure of the Broadband Service, in which case no charge will apply to use of the Dialup Internet Service.

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Table 3.4 Additional Services Charge – Business Accounts

Type of Service	Minimum Contract Term	Charge (ex. GST)	Charge (inc. GST)
Change of Speed	Per Request	$45.00	$49.50
Change of IP Address Configuration	Per Request	$90.00	$99.00
Relocation or Reconnection of Service – Discounted	Per Request	$125.00	$137.50
Relocation or Reconnection of Service – Standard	Per Request	$295.00	$324.50
Supply of additional line filter	Per Filter	$18.00 + $10 delivery per order	$19.80 + $11 delivery per order
Advanced Router Configuration (remotely, not on-site)	Per Request	$150.00 per hour	$165.00 per hour

Pricing Schedule for Broadband Internet – Home Accounts

The price payable for this Service consists of three components:

(a) A connection charge per tables 3.5.1 and 3.5.2, the price for which depends on the length of the Minimum Contract Term and the type of equipment, if any, We provide to You. The connection charge is payable upon a Service being connected. If the connection charge includes a "monthly payment" amount, the customer is liable to pay this monthly charge, in addition to the Recurring Charge listed in table 3.6, for each month of the Minimum Contract Term.

(b) A recurring charge per tables 3.6.1 through 3.6.5, depending on the date on which we received your application for Service.

(c) A charge for additional services as per table 3.7

Table 3.5.1 Connection Charge – Broadband Home Accounts

Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
6 months	$135.45	$149.00
12 months	$90.00	$99.00
24 months	No Cost	No Cost

Table 3.5.2 Modem Charge – Broadband Home Accounts

Type of CPE Equipment provided	Modem Charge (ex. GST)	Modem Charge (inc. GST)
NetComm ADSL Modem (NB1300+4 or NB5)	$90.00	$99.00
Netgear DG834G Wireless Router	$180.00	$198.00

Table 3.6.1 Recurring Charge – Broadband Home Accounts – for Services applied for on or after 3 May 2004 and prior to 15 November 2004

Account Name	Payment Frequency	Prepaid Charge	Prepaid Charge	Usage included	Charge for additional usage (inc. GST)

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		(ex. GST)	(inc. GST)		
Lifestyle 256	Monthly	$45.41/mth	$49.95/mth	1000 MB usage	$0.149/MB
Lifestyle 512	Monthly	$72.68/mth	$79.95/mth	3000 MB usage	$0.149/MB
Lifestyle 1500	Monthly	$154.50/mth	$169.95/mth	5000 MB usage	$0.149/MB
Freestyle 256	Monthly	$54.50/mth	$59.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 512	Monthly	$81.77/mth	$89.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month	N/a
HomeWorker 256	Monthly	$72.68/mth	$79.95/mth	300 MB usage	$0.165/MB
HomeWorker 1500	Monthly	$118.14/mth	$129.95/mth	500 MB usage	$0.165/MB

Table 3.6.2 Recurring Charge – Broadband Home Accounts – for Services applied for on or after 1 September 2003 and prior to 3 May 2004

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included	Charge for additional usage (inc. GST)
Lifestyle 256	Monthly	$45.41/mth	$49.95/mth	500 MB peak usage; 500 MB offpeak usage	$0.165/MB peak $0.099/MB offpeak
Lifestyle 512	Monthly	$72.68/mth	$79.95/mth	3000 MB usage	$0.149/MB
Lifestyle 1500	Monthly	$154.50/mth	$169.95/mth	5000 MB usage	$0.149/MB
HomeWorker 256	Monthly	$72.68/mth	$79.95/mth	300 MB usage	$0.165/MB
HomeWorker 1500	Monthly	$118.14/mth	$129.95/mth	500 MB usage	$0.165/MB

Table 3.6.3 Recurring Charge – Broadband Home Accounts – for Services applied for prior to 1 September 2003

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included	Charge for additional usage (inc. GST)
Lifestyle 256	Monthly	$45.41/mth	$49.95/mth	500 MB peak usage; 500 MB offpeak usage	$0.165/MB peak $0.099/MB offpeak
Lifestyle 512	Monthly	$72.68/mth	$79.95/mth	1000 MB peak usage; 2000 MB offpeak usage	$0.165/MB peak $0.099/MB offpeak
Lifestyle 1500	Monthly	$154.50/mth	$169.95/mth	1000 MB peak usage; 4000 MB offpeak usage	$0.165/MB peak $0.099/MB offpeak
HomeWorker 256	Monthly	$72.68/mth	$79.95/mth	500 MB usage	$0.165/MB
HomeWorker 1500	Monthly	$118.14/mth	$129.95/mth	500 MB usage	$0.165/MB

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Table 3.6.4 Recurring Charge – Broadband Home Accounts – for Services applied for on or after 15 November 2004 and before 24 February 2007

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included	Charge for additional usage (inc. GST)
Lifestyle Starter	Monthly	$25.41/mth	$27.95/mth	200 MB usage	$0.149/MB
Lifestyle 256	Monthly	$45.41/mth	$49.95/mth	1000 MB usage	$0.149/MB
Lifestyle 512	Monthly	$63.59/mth	$69.95/mth	3000 MB usage	$0.149/MB
Lifestyle 1500	Monthly	$154.50/mth	$169.95/mth	5000 MB usage	$0.149/MB
Freestyle 256	Monthly	$54.50/mth	$59.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 512	Monthly	$72.68/mth	$79.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 256 Off-Peak	Monthly	$40.86/mth	$44.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month. Speed always reduced between 8am-6pm weekdays irrespective of usage level.	N/a
Freestyle 512 Off-Peak	Monthly	$59.04/mth	$59.95/mth	10GB then speed is reduced to approximately 64K until start of next billing month. Speed always reduced between 8am-6pm weekdays irrespective of usage level.	N/a
HomeWorker 256	Monthly	$72.68/mth	$79.95/mth	300 MB usage	$0.165/MB
HomeWorker 1500	Monthly	$118.14/mth	$129.95/mth	500 MB usage	$0.165/MB

Table 3.6.5 Recurring Charge – Broadband Home Accounts – for Services applied for on or after 24 February 2007

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included	Charge for additional usage (inc. GST)
Lifestyle Starter	Monthly	$25.41/mth	$27.95/mth	200 MB usage	$0.149/MB
Lifestyle 256	Monthly	$45.41/mth	$49.95/mth	1000 MB usage	$0.149/MB
Lifestyle 512	Monthly	$63.59/mth	$69.95/mth	3000 MB usage	$0.149/MB
Lifestyle 1500	Monthly	$154.50/mth	$169.95/mth	5000 MB usage	$0.149/MB

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Freestyle 256	Monthly	$54.50/mth	$59.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 512	Monthly	$72.68/mth	$79.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 1500	Monthly	$72.68/mth	$79.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 8000	Monthly	$90.86/mth	$99.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month	N/a
Freestyle 256 Off-Peak	Monthly	$40.86/mth	$44.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month. Speed always reduced between 8am-6pm weekdays irrespective of usage level.	N/a
Freestyle 512 Off-Peak	Monthly	$59.04/mth	$59.95/mth	12GB then speed is reduced to approximately 64K until start of next billing month. Speed always reduced between 8am-6pm weekdays irrespective of usage level.	N/a

Standard Features of the Broadband Home Accounts:

(a) Five mailboxes per Account for residential use;

(b) 10 Megabyte of web space per Account.

Special conditions applicable to CPE Equipment supplied with Broadband Home Accounts:

(c) If the Broadband Home Service was applied for on or after 1 July 2003, and you paid us to supply CPE Equipment for that Service, You shall receive ownership of that CPE Equipment upon expiry of the Initial Contract period with the following conditions:

(i) We must have received full payment for all charges incurred by You for all products and services supplied to You by Us and You must not be in breach of any condition of this Agreement; and

(ii) If the CPE Equipment we supplied to You is not the type and model ordinarily supplied by us for use with Broadband Home

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services (being a Netcomm NB1300, Alcatel SpeedTouch USB, Dlink DSL-200 or equivalent model), we reserve the right to substitute the CPE Equipment for one of the ordinarily supplied models. You must co-operate with such a request by returning (at Your cost) the CPE Equipment to Us in full working condition. Upon receipt of the CPE Equipment we will ship to you (at Our cost) a replacement modem for you to retain.

(iii) If the Service is terminated by either party all warranty and support issues for former-CPE Equipment must be directed to the equipment manufacturer or importer and not to Us.

Special conditions applicable to Broadband Home Accounts:

(a) Peak period is Midnight to 7am Monday to Friday, and Off-Peak is 7am to 23:59:59 Monday to Friday as well as all day Saturday and Sunday. No special consideration is given to Public Holidays; they are classified in accordance to the day of the week on which they fall.

(b) Accounts may only be paid by automatic credit card debit;

(c) Concurrent usage by the same customer is not permitted.

(d) A domain name cannot be attached to these Accounts;

(e) The IP address assigned to Home Accounts is dynamic and may change from time to time at Our discretion.

(f) The Customer may use the Dialup Internet Service however any usage of the Dialup Internet Service will be charged at $0.0367 per minute including GST ($2.20 per hour).

Table 3.7 Additional Services Charge – Broadband Home Accounts

Type of Service	**Minimum Contract Term**	**Charge (ex. GST)**	**Setup Charge (inc. GST)**
Change of Speed	Per Request	$45.00	$49.50
Relocation or Reconnection of Service –If Service has been connected at current premises for more than 6 continuous months	Per Request	$90.00	$99.00
Relocation or Reconnection of Service – standard	Per Request	$150.00	$165.00
Supply of additional line filter	Per Filter	$18.00 + $10 delivery per order	$19.80 + $11 delivery per order

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SCHEDULE 4

DOMAIN NAME SERVICE

1. DOMAIN NAME HOSTING

"auDA" means the company ".au Domain Administration Limited" whose website is accessible at http://www.auda.org.au

"Domain Registration" means the process whereby We arrange for registration of a domain name on your behalf with an auDA-approved registry.

"Domain Hosting" means that a domain name is delegated to at least one of Our nameservers. Our nameserver may be configured to respond to requests from Internet devices seeking the Internet Protocol (IP) address of your website (if applicable) and the location of mail servers that receive incoming e-mail addressed to your domain.

"Registrar" means a company authorised to register Domain Names. From 16 November 2003, the Registrar We use is "Enetica Pty Limited".

"Secondary Domain Hosting" means that one of Our nameservers is configured as a slave server, and is configured to replicate the data stored on a primary nameserver of the domain name.

2. SPECIAL CONDITION APPLYING TO ALL DOMAIN NAME RELATED SERVICES

2.1 The registration and licensing of all domain names are subject to a separate agreement between You and the Registrar. That agreement operates separately to this Agreement between You and Us, and may include terms which limit the liability of the Registrar.

2.2 Correspondence regarding your domain name(s), including instructions for renewing your domain name(s) is often transmitted by e-mail to the contact addresses listed on the domain record. You must ensure that this e-mail address is current and that e-mail is checked regularly. The Registrar of your domain name can provide information about your domain record and for what period your domain is licensed. You can identify the Registrar of your domain name by using the following address: http://www.ausregistry.com.au/domains/search.php or by contacting a Registrar listed on the auDA website.

2.3 Failure to renew your domain name by the renewal date may result in your domain name being available for registration by other parties. You are responsible for ensuring that your domain name does not expire. We accept no responsibility for domain names which expire and any associated losses arising therefrom.

2.4 If We renew your domain name on your behalf, You must pay Us the Domain Name Registration fee as listed in Table4.1.

2.5 We accept no responsibility for domain name renewal payments made to third parties.

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3. DOMAIN NAME REGISTRATION

3.1 You may apply to Us for registration of a Domain Name. If We accept your application, We will apply on your behalf (as your agent) to a Registrar. By applying to Us for registration of a Domain Name You are entering into a direct contract with the Registrar, in addition to your agreement with Us. The Terms and Conditions applicable to the contract between You and the Registrar are available from Us, and include provisions that limit the Registrar's liability to You. If your registration is successful, the Registrar will grant You a licence, subject to those Terms and Conditions.

3.2 Very strict rules apply to domain names. You must ensure that your application complies with the "Domain Name Eligibility and Allocation Policy Rules for Open 2LD's", available for download from the Policy section of the auDA website.

3.3 We do not warrant that any particular domain name will be available for registration by You. The Registrar is responsible for determining your eligibility for a domain name.

3.4 If your domain is licensed You must pay Us a Domain Registration Fee as listed in Table4.1.

3.5 You must not commence use of a domain name, or assume that You are able to register any particular domain name, until You receive confirmation of registration from the Registrar.

4. DOMAIN NAME HOSTING

4.1 An ongoing charge applies to each domain for which We provide Domain Hosting, as set out in Table 4.1.

4.2 In order for Us to host your domain, it must be delegated to Us. You must provide Us with sufficient information and assistance to enable Us to delegate your domain, including provision of any registry keys or codes.

4.3 You authorise Us to apply to the Registrar for delegation of your domain name on your behalf. We are not responsible for any delays associated with the delegation process.

4.4 If You request Us to initiate delegation outside of Our standard business hours, an out-of-hours charge may apply, to be agreed by Us.

4.5 If your domain name was previously delegated to a different service provider, You are responsible for advising that provider that your domain name has been delegated to Us.

5. SECONDARY DOMAIN NAME HOSTING

5.1 You may apply to Us for Secondary Domain Name Hosting if You have acquired a Service from Us for which Secondary Domain Name Hosting is a feature as per the Service Schedules (a "valid service").

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5.2 By applying for Secondary Domain Name Hosting, You authorise Us to acquire, store, duplicate and transmit data relating to your domain names (as necessary to provide Secondary Domain Name Hosting).

5.3 Provision of Secondary Domain Name Hosting is contingent upon You acquiring a valid service as set out in paragraph 5.1. If You cease to acquire a valid service from Us, We reserve the right to terminate provision of Secondary Domain Name Hosting at any time without notice.

Table 4.1 Domain Name Pricing

Service	**Payment Frequency**	**Prepaid Charge (ex. GST)**	**Prepaid Charge (inc. GST)**	**Other conditions**
Domain Name Registration for ".com", ".net", ".org", ".biz" or ".info"	Every 2 years	$ 65	$71.50	These charges apply for domains registered through Connexus' preferred Registrar. If a domain is registered or renewed by Connexus via another registrar, the charge payable by the Customer shall be the lesser of: (a) The charges listed in this table; and (b) The actual amount charged by the Registrar
Domain Name Registration for ".com.au", ".net.au", ".org.au" or ".asn.au"	Every 2 years	$ 90	$ 99	
Domain Name Registration for ".id.au"	Every 2 years	$ 65	$ 71.50	
Domain Name Hosting	Annually	$125/yr	$137.50/yr	
Domain Name Hosting	Monthly	$12/mth	$13.20/mth	
Secondary Domain Name Hosting	Not applicable	No charge	No charge	Maximum three secondary domain name hostings per customer.

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SCHEDULE 5

HOSTING SERVICES

6. MAIL HOSTING SERVICE

6.1 "Mail Hosting" is a service whereby We provide an electronic storage facility on Our computer system ("mailbox") that receives incoming messages for the nominated recipient address ("recipient address") and provides a facility for retrieval of those messages by You.

6.2 A charge applies to each mailbox We provide, unless You have acquired a Service which includes a number of mailboxes, in which case the mailbox charge applies only if We provide additional mailboxes (above the number included with your Service). The costs associated with Mail Hosting are listed in Table 5.1.

6.3 The 'recipient address' is allocated by Us and We may change or remove a recipient address by 30 days notice to You. If We provide an interface through which You can configure recipient addresses, You are responsible for configuring and testing each recipient address. Recipient addresses in Our domain names (including but not limited to connexus.net.au, connexus.com.au, internex.com.au, internex.net.au) are subject to Our approval and We may deny the use of any recipient address for any reason.

6.4 If You have acquired a Domain Hosting Service from Us, You may request that your Domain Name be used in conjunction with Mail Hosting. This service, referred to as "Virtual Mapping", allows the mailbox to receive messages addressed to a nominated recipient address within Your Domain Name.

6.5 You agree to retrieve messages from the mailbox regularly (at least once per month) and to delete messages from the mailbox upon their retrieval. You authorise Us to permanently delete messages from the mailbox under the following circumstances:

(a) If You have not retrieved messages for a period of 6 months and the message was delivered to the mailbox more than 6 months ago;

(b) If You have retrieved messages from the mailbox but have not deleted messages from the mailbox which were delivered to the mailbox prior to your retrieval of messages.

(c) You terminate provision of the Mail Hosting Service or the Service to which Mail Hosting is attached.

6.6 In the event that We provide a 'virus detection' service for e-mail messages, the number of viruses Our system may detect is limited. We do not warrant that all viruses will be detected. From time to time Our virus detection system may malfunction and fail to detect any viruses. We will not be liable for any loss or damage caused by any virus, trojan, worm transmitted or received by e-mail.

1.7 In the event that We provide a 'SPAM filtering' service, We do not guarantee the accuracy of such a service, and You acknowledge that the SPAM filter may erroneously capture legitimate (non-SPAM) messages and vice versa. We will not be liable for any loss or damage relating to the filtering or deletion of e-mail messages including those which are wrongly identified as SPAM.

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6.8 We may enforce quotas or limits to prevent the excessive use of system resources and/or to assist Us in maintaining a stable and efficient Mail Hosting Service. The quotas or limits may apply to the following: the size of incoming messages, the size of outgoing messages, the number or volume of messages stored in a mailbox, the frequency of POP3 retrieval requests, and other measures We determine from time to time. Information regarding any enforced limits or restrictions is available from Us upon request. You acknowledge that, once a limit has been exceeded, functionality of the mailbox will be limited without notice and You may be unable to receive and/or transmit messages until You undertake corrective action.

6.9 We reserve the right to limit the provision of this Service to customers with an active Internet Dialup Service, an active Broadband Service, or an active Virtual Web Hosting Service. In the event that You do not acquire one of these services from Us, or You cease to acquire one of these services from Us, We may terminate the provision of the Mail Hosting Service by 30 days written notice.

6.10 If we provide an ancillary mail service including but not limited to mail forwarding, re-direction and/or vacation messages, You are responsible for verifying the operation of such services on a regular basis by way of a test message or similiar. We will not be liable for any failure of such services.

2.0 If a Mailbox username and password assigned to the Customer is used to access the Internet through our Dialup Modem service, and the Customer has not acquired a Dialup Modem monthly or annual service from Us, then a charge of $2.00 (ex GST) per hour used shall apply for use of the Dialup Modem Service, with a minimum charge of $10 per billing month (ex GST) per Customer.

7. WEB HOSTING SERVICE

7.1 “Web Hosting” is a service whereby We provide an electronic storage facility on Our computer system (“webspace”) which is publicly accessible via the Internet by using an Internet address (“URL”) which We provide to You.

7.2 We offer two types of Web Hosting:

(a) “Standard Web Hosting” whereby the URL is referenced by Our domain followed by a username We assign to You (for example, http://home.connexus.net.au/~customer) . This type of Web Hosting is only offered as an included feature on another Service and cannot be acquired from Us separately. The costs associated with Standard Web Hosting are listed in Table 5.2.

(b) Virtual Web Hosting”, whereby the URL is referenced by a domain name for which We are providing Domain Name Hosting. The domain name is used to form the URL (for example, http://www.customername.com.au). The costs associated with Virtual Web Hosting are listed in Table 5.2. Each URL is charged separately. We maintain two pricing tables for Virtual Web Hosting:

(i) “Legacy” Virtual Web Hosting, applicable to Services ordered prior to 11 November 2003. This pricing may apply to Services ordered after 11 November 2003 only if We agree in writing. The prices listed in Table 5.2 apply.

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(ii) "New" Virtual Web Hosting, applicable to Services ordered after 11 November 2003, for which Mail Hosting (Basic Mailboxes) is included in the cost of the Vitual web Hosting. The prices listed in Table 5.3 apply.

7.3 We will provide an FTP facility for all Web Hosting Services which allows You to upload and download data from the webspace using a username and password provided by Us.

7.4 We offer a number of "Enhanced Features" for use in conjunction with Virtual Web Hosting; these are listed in the Table containing the relevant Virtual Web Hosting charges.

7.5 A storage quota is imposed on each Web Hosting Service. This quota, measured in megabytes, determines the amount of data that may be stored on Our server. It includes all data generated by an "Enhanced Feature" as well as any data stored by You. The quota is measured as follows:

(a) For "Standard Web Hosting", the quota is defined in the Schedule applicable to the Service with which it is provided. In the absence of such definition, the quota is 10 Megabytes.

(b) For "Legacy Virtual Web Hosting", the quota is defined in table 5.2. All data stored on Our computer in the file directory assigned to the Service is measured, including but not limited to Web content, Statistics, and so forth. E-mail is not measured.

(c) For "New Virtual Web Hosting", the quota is defined in table 5.3. All data stored on Our computer in the file directory assigned to the Service is measured, including but not limited to Web content, Statistics, and so forth. In addition, all Mail Hosting storage space (used or allocated) contributes towards the quota.

7.6 A "Monthly Data Transfer" charge applies to each Web Hosting Service, measured by the volume of data (in megabytes) sent and received by the Web Hosting Service (as recorded by Us). The applicable charge is defined as follows:

(a) For New Virtual Web Hosting: The Monthly Data Transfer included with each Service is listed in table 5.3 and the charge for Additional Data Transfer is 10 cents per megabyte excluding GST. In the event that a plan offers Unlimited Data Transfer, we reserve the right to throttle or limit the bandwidth available to the Service if we determine that the Amount of Data Transfer is unreasonable or is excessive.

(b) For Legacy Virtual Web Hosting: no limit or charge is imposed unless we regard the Monthly Data Transfer being used as excessive or unreasonable. We may only impose such a limit or charge by giving You 30 days notice in writing, after which You have the option of terminating the Web Hosting Service by notice in writing to Us. If You exercise such termination We will refund on a pro-rata basis any charges billed in advance for the Web Hosting Service, up until the date of termination.

7.7 You must backup your webspace regularly to removable media, to ensure that it available for re-uploading to the webspace if requested by Us.

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Table 5.1 Mail Hosting Pricing

Service	Payment Frequency	Setup Charge (ex. GST)	Prepaid Charge (ex. GST)	Other conditions
Legacy Mailbox	Annually	$nil	$25/yr	No longer orderable
Mail Box Hosting	Monthly	n/a	$ 3/mth	Requires Domain Name Hosting. Minimum of 5 Mailboxes per customer if customer does not purchase Web Hosting from Connexus.
Web Control	Monthly	na	$ 4/mth per account	
DVD-ROM Archiving	Monthly	n/a	$ 1/mth per mailbox + $22 per DVD	Requires Mail Box Hosting.
SafeMail for External Mail Servers	Monthly	n/a	$ 30/mth	

Table 5.2 Web Hosting Pricing – Legacy

Service	Payment Frequency	Setup Charge (ex .GST)	Prepaid Charge (ex. GST)	Other conditions
Standard WebHosting	Not applicable	Not applicable	Not applicable	Only available in conjunction with another Service which offers this feature as standard
Virtual Web Hosting – 10MB Site	Quarterly	$45	$ 105/qtr	Requires Domain Name Hosting Service
Virtual Web Hosting – 50MB Site	Quarterly	$45	$ 150/qtr	Requires Domain Name Hosting Service
Virtual Web Hosting – 100MB Site	Quarterly	$45	$ 210/qtr	Requires Domain Name Hosting Service
Secure SSL Site	Quarterly	$50	$ 30/qtr	Requires Virtual Web Hosting and valid SSL Certificate (additional cost)
MySQL Database	Quarterly	$50	$ 45/qtr	Requires Virtual Web Hosting
Cold Fusion Hosting	Quarterly	$50	$ 45/qtr	Requires Virtual Web Hosting
Microsoft Access ODBC Datasource	Quarterly	$50	$ 45/qtr	Requires Virtual Web Hosting
Microsoft SQL Server Datasource	Quarterly	$200	$ 75/qtr	Requires Virtual Web Hosting 50 MB site or above

Table 5.3 Web Hosting Pricing – Legacy

Service	Payment Frequency	Setup Charge (ex .GST)	Prepaid Charge (ex. GST)	Other conditions
Starter Plan	Monthly or Annually	$ 29	$ 25/mth or $ 295/year	Includes 50MB Storage Quota and 1GB Monthly Data Transfer
Bronze Plan	Monthly or Annually	$ 59	$ 35/mth or $ 395/year	Includes 150MB Storage Quota and 3GB Monthly Data Transfer *
Silver	Monthly or Annually	$ 89	$ 65/mth or $ 695/year	Includes 250MB Storage Quota and 6GB Monthly Data Transfer *
Gold	Monthly or Annually	$ 89	$ 95/mth or $ 1,095/year	Includes 400MB Storage Quota and Unlimited Monthly Data Transfer

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Platinum	Monthly or Annually	$ 89	$ 150/mth or $ 1,650/year	Includes 600MB Storage Quota and Unlimited Monthly Data Transfer
Diamond	Monthly or Annually	$ 149	$ 300/mth or $ 3,350/year	Includes 1200MB Storage Quota and Unlimited Monthly Data Transfer
Secure SSL Site – Shared domain name	Monthly or Annually	$ 45	$ 10/mth or $ 120/year	Requires Virtual Web Hosting Bronze Plan or above
MySQL Database	Monthly or Annually	$ 45	$ 15/mth or $ 180/year	Requires Virtual Web Hosting Bronze Plan or above
Cold Fusion Hosting	Monthly or Annually	$ 45	$ 15/mth or $ 180/year	Requires Virtual Web Hosting Bronze Plan or above
Email List Manager	Quarterly	$50	$ 45/qtr	Requires Virtual Web Hosting Bronze Plan or above
Microsoft SQL Server Datasource	Quarterly	$45	$ 30/mth or $ 360/year	Requires Virtual Web Hosting Bronze Plan or above

Table 5.4 Web Hosting Pricing – Current

Service	**Payment Frequency**	**Setup Charge (ex .GST)**	**Prepaid Charge (ex. GST)**	**Other conditions**
Economy	Monthly	$ 45	$ 15/mth	Includes 500MB Storage Quota and 1GB Monthly Data Transfer*
Professional	Monthly	$ 45	$ 35/mth	Includes 1GB Storage Quota and 5GB Monthly Data Transfer*
Business	Monthly	$ 45	$ 95/mth	Includes 2GB Storage Quota and Unlimited Monthly Data Transfer
Corporate	Monthly	$ 45	$ 275/mth	Includes 5GB Storage Quota and Unlimited Monthly Data Transfer
Diamond	Monthly or Annually	$ 149	$ 300/mth or $ 3,350/year	Includes 1200MB Storage Quota and Unlimited Monthly Data Transfer

Notes to Tables 5.3 and 5.4:

(a) All Virtual Web Hosting services require Domain Name Hosting Service.

(b) Plans marked with * are eligible for Unlimited Monthly Data Transfer if the Customer acquires a Business ADSL or SDSL Service from Us.

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SCHEDULE 6

ADDITIONAL SERVICES

1. ADDITIONAL IP ADDRESSES

1.1 Customers who acquire a Business Permanent Connection (ISDN Internet Service or Broadband Service) with support for a fixed-IP address may request provision of additional IP addresses, the cost of which is outlined in Table 6.1.

1.2 You may be required to submit a network plan to justify your request for IP Addresses. All requests for IP addresses are subject to Our approval and must adhere to the IP allocation policy of APNIC Limited.

1.3 All IP addresses allocated by Us are the property of or are licensed exclusively to Us and You retain no proprietary rights in them. All IP addresses are, therefore, are non-portable and must be returned to Us immediately if provision of the service to which the IP addresses are attached is terminated.

Table 6.1 Additional IP Pricing

Service	Payment Frequency	Setup Charge (ex. GST)	Prepaid Charge (ex. GST)	Other conditions
Review an application for additional IP addresses	Once-off	$nil	$ 50	
Provision of up to 32 additional IP addresses	No charge	No charge	No Charge	
Provision of between 33 and 128 additional IP addresses	Monthly	$100	$20/mth	
Provision of between 129 and 255 additional IP addresses	Monthly	$300	$50/mth	

2. ON-SITE ATTENDANCE

If You require any on-site attendance, which is not covered by any of the other Charges listed in the Schedules, the Charge for such an on-site attendance by Us, our Supplier(s) or nominees will be determined in accordance with Table 6.2.

Table 6.2 On-site Attendance Pricing

Service	Payment Basis	Attendance Charge (ex. GST)	Time Charge (ex. GST)	Other conditions
On-site attendance in Metropolitan Area (simple)	Actual time spent	$60 including first 30 minutes	$20 per 15 minutes	
On-site attendance in Metropolitan Area (complex)	Actual time spent	$150 including first 30 minutes	$50 per 15 minutes	

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On-site attendance in Regional Area (simple)	Monthly	$80 including first 30 minutes	$25 per 15 minutes	
On-site attendance in Regional Area (complex)	Actual time spent	$250 including first 30 minutes	$50 per 15 minutes	

3. CONNEXUS VPN

Connexus VPN provides unlimited traffic between nominated Connexus VPN Services for a fixed monthly charge. Connexus VPN must be attached to an approved Connexus Service ("parent service") and the charges for the parent service are payable in addition to the charges for Connexus VPN.

The price payable for this Service consists of three components:

(a) A connection charge per table 6.3.1, the cost of which is in addition to the connection charge of the Connexus Service to which Connexus VPN is attached (for example, a Connexus Business Broadband Service;

(b) A recurring "node" charge per table 6.3.2 for both Server and Client nodes

(c) A recurring bandwidth charge per table 6.3.3 for each Client node, based on the location of the Client node within relative to the Server Node.

Table 6.3.1 Setup Charge – Connexus VPN

Description	Minimum Contract Term	Setup Charge (ex. GST)	Setup Charge (inc. GST)
Setup charge for each Connexus VPN server or node (excludes any configuration of equipment not supplied by Connexus)	12 months	$99	$108.90

Table 6.3.2 Recurring Node Charge – Connexus VPN

Description	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)
Monthly Node charge for each Service which forms part of a Connexus VPN	Monthly	$99	$108.90

Table 6.3.3 Recurring Bandwidth Charge – Connexus VPN

Location of Client Node relative to Server Node	Committed Information Rate (Kilobits per second)	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)
Within the Same State	No CIR – speed limited to speed of parent Service	Monthly	$nil	$nil

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Inter-state East Coast	128K	Monthly	$250	$275
Inter-state East Coast	256K	Monthly	$490	$539
Inter-state East Coast	384K	Monthly	$690	$759
Inter-state East Coast	512K	Monthly	$790	$869
Inter-state East-West Coast	128K	Monthly	$395	$434.50
Inter-state East-West Coast	256K	Monthly	$790	$869
Inter-state East_West Coast	384K	Monthly	$1090	$1199
Inter-state East-West Coast	512K	Monthly	$1390	$1529

The following interpretation applies to table 6.3.3:

(a) "East Coast" means Services connected within Victoria, New South Wales, Queensland, Tasmania and the Australian Capital Territory; and

(b) "West Coast" means Services connected within Western Australia, South Australia and the Northern Territory; however

(c) We may at our discretion classify, for charging purposes, Services located in a town near a border, including but not limited to Tweed Heads and Wodonga, as being located in the neighbouring state or territory and not eligible for the "Same State" pricing.

4. CONNEXUS BONUS PACK OPTION

The Connexus Bonus Pack provides a number of additional benefits as published by Connexus from time to time.

(a) The Bonus Pack is included free of charge with the following Services:

(i) Home Broadband – Lifestyle 512 ADSL

(ii) Home Broadband – Lifestyle 1500 ADSL

(b) The Bonus Pack is available for an additional charge of $9.90 per month including GST, or $99 per year including GST. The Bonus Pack charge shall be prepaid on an annual basis if the Service accompanying the Bonus Pack is also billed and payable 12 months in advance. The Bonus Pack cannot be provided on a stand-alone basis and must be provided in conjunction with one of the following Connexus Services:

(i) Home Broadband

(ii) Home Dialup (other than Casual Rate plan)

(c) Connexus reserves the right to change the features or benefits of the Bonus Pack from time to time by updating its Website. If the change represents a reduction in features, the Customer may cancel the Bonus Pack by notice to Connexus within 30 days of the changes taking effect. Upon cancellation of the Bonus Pack Connexus will refund any prepaid charges for the Bonus Pack from the date on which the cancellation took effect.

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SCHEDULE 7

CONNEXUS SCHOOLS NETWORK

Introduction

Connexus Schools Network ("CSN") is a type of service that provides managed Internet services including content filtering and e-mail management.

CSN is not a carriage service. It is a managed service which operates through a Connexus-approved carriage service such as a Connexus Broadband ADSL service or a connection to VicOne (a high speed network linking government schools in Victoria). The costs of the carriage service are payable to the provider of the carriage service and are separate to the charges for CSN.

Charging

1. The costs of the CSN service comprise two components:

   (a) An Annual Charge, listed in Table 7.1, which is based on the size of the school (as per data supplied by the Department of Education and Training or other means determined by Connexus), and the type of service supplied by Connexus. The Annual Charge is billed in advance and is non-refundable.

   (b) A Monthly Charge, listed in Table 7.2, which is based on usage of the CSN service as measured by Connexus. Usage includes all Internet and TCP/IP traffic and is measured by reference to data flowing to and from the IP address(es) assigned to the Customer by Connexus. The Monthly Charge is billed monthly; the fixed component of the relevant usage plan in advance and any additional usage in arrears at the end of that month.

2. Connexus does not provide technical support for the VicOne network and it is the Customer's responsibility to report any VicOne service difficulties to the appropriate body.

Table 7.1 Connexus Schools Network – Annual Charge

School Size	Premium Service		Standard Service	
	MB Space	Annual Charge (ex.GST)	MB Space	Annual Charge (ex.GST)
1-50 students	400 MB	$ 695	200 MB	$ 95
51-150 students	600 MB	$ 995	200 MB	$ 95
151-350 students	900 MB	$ 1995	300 MB	$ 245
351-550 students	1200 MB	$ 2995	400 MB	$ 355
551-800 students	2000 MB	$ 3995	500 MB	$ 495
800 + students	2500 MB	$ 4995	550 MB	$ 595

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The features provided with each of the Premium Service and Standard Service are determined by Connexus and published on the Connexus Website.

Table 7.2 Connexus Schools Network – Monthly Charge

Usage Plan (1 GB = 1000 megabytes)	**Payment Frequency**	**Monthly Charge (ex.GST)**	**Cost of additional megabytes (above those megabytes included in the Usage Plan)**
Pay-As-You-Go (including first 100MB free per month)	Monthly	Nil	7.5 cents/MB
2 GB per month	Monthly	$110	7 cents/MB
4 GB per month	Monthly	$220	7 cents/MB
8 GB per month	Monthly	$400	7 cents/MB
15 GB per month	Monthly	$660	6.5 cents/MB
20 GB per month	Monthly	$800	6 cents/MB

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SCHEDULE 8

CONNEXUS BUSINESS VOICE

Introduction

Connexus BusinessVoice is a telephone calling service. It enables certain types of telephone calls to be made from compatible telephone services.

1. GENERAL CONDITIONS FOR ALL VOICE PRODUCTS & SERVICES

1.1 Generally, We will bill this Service each month. The plan charge is billed at the commencement of each billing period, and the call charges (if applicable) after the end of each billing month. However, due to processing and verification procedures, not all calls made during a particular billing period will be included on that bill. We may bill calls in later billing periods.

1.2 Our invoices may contain only a summary of calls, with individual call records (for calls made within the last 12 months) available for viewing on the Connexus Accounts website by using the username and password we assign to You. In the event that we provide details of "unbilled" calls - being calls not yet invoiced by Us - then such details are provisional and subject to verificiation.

1.3 In the event that You experience poor voice quality when using a Connexus Voice service, You should report the problem to our HelpDesk immediately.

1.4 You acknowledge that the provision of voice services, particularly to overseas countries, is dependant upon a number of suppliers and networks, and there may be occasions during which some calls cannot be connected.

1.5 You acknowledge that, in the event that the Connexus Voice service does not complete your call, you may make calls via other service provider networks by dialing their override code (e.g. 1411 for Telstra) in front of the number you are dialing. However you acknowledge that We are not responsible for the cost of any calls made via another service provider, and that you will be billed directly by that service provider for calls made using their network.

1.6 You are responsible for the costs of all calls made from all telephone service(s) nominated by You, provided to You, or used by You, irrespective of whether You authorised those calls. In the event that Your telephone service number is transferred to another party, but you do not notify us, You continue to be be responsible for any calls made on that telephone service until we have deactivated the Service.

2. CONNEXUS BUSINESS VOICE

2.1 Connexus Business Voice is a service that allows You to use Us as your carriage service provider for the provision of:

(a) Fixed to Mobile calls (Calls to Australian mobile phones)

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(b) National calls (Calls within Australia, excluding local calls, directory and other special service numbers, and emergency calls)

(c) International calls (Calls to overseas countries); and

(d) Local calls.

2.2 There are two ways in which this Service can be used:

(a) **Preselection** means that your telephone line(s) is programmed, by our Supplier(s), to automatically use Connexus for all the call types above, except for local calls.

(b) **Override** means that your telephone line(s) is programmed to allow Connexus to be used, at your discretion, for any of the call types listed in 2.1, but dialing a four-digit code ("Our Override Code") in front of the number You are calling. Our Code can be dialed manually, or automatically (if a device such as a phone system or call router is programmed to dial Our Code).

2.3 For the avoidance of any doubt, local calls may only be made by dialing Our Override Code. **However, timed call rates apply to local calls, because Our suppliers charge us on a timed basis for local calls**.

2.4 Preselection does not change the provider of your physical telephone service(s). You will continue to be billed by that provider for your line rental and charges for other features and calls. Only calls made using the Preselection service will be billed by Us.

2.5 All emergency service (000) will be routed to Telstra, and all directory services calls will be routed to the provider of your physical telephone service.

2.6 The charges applicable to the Business Voice service are available from our Website, or on request from Us.

2.7 We may bill You for any calls made via the Service, such as calls to special service numbers and directory assistance, if our suppliers bill Us for those calls. In the event that we have not published a price for such calls, the price we shall charge You shall not exceed the standard, published Telstra price for those calls. This also applies if you make an international call to a country for which we have not published a price.

2.8 The billing commencement date for the Service (including the billing of any minimum monthly charges) shall be the earlier of:

(a) the date of the first call made using the nominated (or one of the nominated) telephone line(s).

(b) if your telephone line was previously preselected to another supplier, from the date on which the Local Exchange Carrier changed the Preselection to Us;

(c) if your telephone line is a new service on which you preselected Us, from the date on which the Local Exchange Carrier connects your telephone line;

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(d) if your telephone line has been transferred to You from a third party, and that telephone line was already preselected to us, from the date on which you become legally responsible to the Local Exchange Carrier for the telephone line.

2.9 You acknowledge that the preselection process (to or from Us) can take a number of days to activate and Connexus does not accept responsibility for any delays that may occur. We will not be liable for any delay, or any act or omission of, the Local Exchange Carrier in respection of a preselection request or process.

2.10 If you change your Preselection from Us to another carriage service provider, you must notify us. You will continue to be liable to Us for all calls made using Our Services, even if you have notified us of your intention not to use our Services.

2.11 You acknowledge that some telephone lines and features are incompatible with this Service. You are responsible for consulting our Web page to ensure that you do not have any services which are incompatible. You acknowledge that incompatible features may cease to function once Connexus Voice is activated. In the event that the incompatible feature is billed to Us as a result of the BusinessVoice service being activiated, we reserve the right to (a) bill You for the cost of the incompatible feature, or (b) terminate the provision of the BusinessVoice service by notice in writing to you.

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SCHEDULE 9

CONNEXUS BROADBAND WIRELESS

Introduction

Connexus Broadband Wireless ("CBW") is a type of service that provides Internet connection using the "iBurst" wireless network.

Connexus Broadband Wireless is accessible only using a special "iBurst" modem, available in two forms - desktop and portable (PCMCIA).

Customers must enter a username and password (assigned by Connexus) to access the service.

1. CONNECTION AND COVERAGE

1.1 CBW is available in limited areas. Coverage maps are available for viewing on the Connexus website, or alternatively, are available from Us on request. However, as *CBW* is a wireless service, connectivity cannot be guaranteed at any particular location, even if that location is within the area highlighted on the coverage map.

1.2 The speed of the CBW service is subject to fluctuation. We do not guarantee that the advertised transfer speed for the CBW service will be attainable at any specific location, or that the speed, if attained, will remain constant.

1.3 Upon acceptance of Your Application for a CBW Service, We will provision the Service.

1.4 If You order CBW from Us but You are unable to use the Service at the "nominated location" due to a lack of signal, We will allow You to terminate the CBW service ("special termination clause") without penalty under the following limited circumstances:

(a) The "nominated location" must be a fixed location nominated by You on the Application form for the CBW service. The "special termination clause" does not apply if You do not nominate a fixed location, or if You relocate to another location, or if You specify that the service is for roaming, multi-site or any other form of portable usage.

(b) The purchase of a PCMCIA modem card with the iBurst service is deemed to indicate use for roaming purposes and therefore the "special termination clause" does not apply.

(c) The "special termination clause" does not apply if You are unhappy with the transfer speeds of the CBW Service, since We cannot guarantee that any particular transfer speed will be achievable.

(d) You may only exercise the "special termination clause" by written notice to Us within 14 days calendar days of the Service first being connected.

(e) If you exercise the "special termination clause" You must return all equipment to Our office in its original packaging, in "as-new" condition, otherwise no refund will be provided. You are responsible for ensuring the

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equipment is delivered to Our office, including any freght and insurance costs.

(f) You must must allow Us or Our representatives to visit the “nominated location” to validate Your claim.

1.5 Each CBW Service will be assigned a username and password by Connexus. You agree to use each username individually, and not to use (or attempt to use) the same username simulatenously or concurrently

1.6 You acknowledge that if voices services are provided over the Service, these voice services are not classified as standard telephone services, and therefore they are not subject to the “Customer Service Guarantees” administered by the Australian Telecommunications Authority.

1.7 CBW is intended for business purposes only and restrictions apply to the types of Internet services that may be accessed using the CBW Service. The use of file-sharing or ‘peer-to-peer’ applications is not permitted. These restrictions are in addition to those documented in the Connexus Acceptable Use Policy.

2. EQUIPMENT

2.1 You require special equipment in order to use the CBW Service. You may provide your own equipment. If We agree, We may provide for use with the Service. The terms governing the provision of such equipment are outlined in the Agreement. The type and level of technical support We provide for any Equipment is subject to Our Help Desk Support Policy.

2.2 If We supply equipment with an Ethernet, USB or PCMCIA interface, You acknowledge that the equipment does not include any Ethernet hubs, network cards, USB cards or PCMCIA interface slots. You are responsible for arranging connection of the equipment to your computer system or network.

3. FAULTS AND BACKUP SERVICE

3.1 We do not warrant that the CBW Service will be continuous or fault-free. You are required to contact Our HelpDesk in the event of any service interruption. Fault resolution may take up to 72 hours, sometimes longer, and We do not accept any responsibility for any loss You may incur as a result of the CBW Service being unavailable.

3.2 We provide a Backup Service which may be used when your CBW Service is unavailable due to a fault or other reasons. The Backup Service is a Dialup Internet Service, the specifications for which are described in the Dialup Internet Service Schedule. You must supply the equipment necessary for using the Backup Service

3.3 The charges associated with the Backup Service, are listed in the standard features and special conditions at the ends of Table .3.3 and 3.6 respectively.

3.4 Any data usage on the Backup Service will be aggregated with your CBW Service and will be charged as if it had been CBW usage.

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4. PRICING SCHEDULE FOR CONNEXUS BROADBAND WIRELESS

The price payable for each Connexus Broadband Wireless Service consists of three components:

(a) A connection charge as set out in Table 9.1.1, the price for which depends on the length of the Minimum Contract Term for the Service;

(b) A modem charge as set out in Table 9.1.2, if we provide a modem with the Service.

(c) A recurring charge per tables 9.2.xx

(c) A charge for additional services as per table 9.3.1.

* A fair-use policy applies to the "Wireless 1000 Unlimited" plan. This plan is provided on the basis that customers average usage will not be so excessive that We are unable to recover our costs of providing this plan. In the event that We regard Your usage as excessive (ie. over 10 Gigabytes per month), We will notify you in writing. If you do not agree to reduce your usage to a level which we consider acceptable, we may, at our discretion, limit the speed of the service and/or terminate the provision of the CBW Service to You with 30 days written notice.

Table 9.1.1 Connection Charge

Length of Minimum Contract Term		Charge (Ex.GST)	Charge (inc.GST)
12 months		$90.00	$99.00

Table 9.1.2 Modem Charge

Type of CPE Equipment provided		Charge (Ex.GST)	Charge (inc.GST)
PCMCIA Modem		$299.00	$328.90
Ethernet Modem		$299.00	$328.90
USB Modem		$299.00	$328.90
Booster Antenna for Ethernet Modem		$245	$269.50

Table 9.2.1 Recurring Charge – Connexus Broadband Wireless – for Services applied for before 30 November 2004

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Wireless Starter	Monthly	$35.45/mth	$39mth	300 MB	$0.165/MB
Wireless 512	Monthly	$49/mth	$53.90/mth	500 MB	$0.165/MB
Wireless 512 Plus	Monthly	$69/mth	$75.90/mth	1000 MB	$0.165/MB
Wireless 1000	Monthly	$99/mth	$108.90/mth	1000 MB	$0.165/MB
Wireless 1000	Monthly	$149/mth	$163.90/mth	5000 MB	$0.165/MB

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Plus					
Wireless 1000 Unlimited	Monthly	$199/mth	$218.90/mth	Unlimited (Fair Use Policy applies*)	$0.165/MB

Table 9.2.2 Recurring Charge – Connexus Broadband Wireless – for Services applied for between 1 December 2005 and 19 December 2005

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Wireless Starter	Monthly	$35.45/mth	$39.00mth	100 MB	$0.165/MB
Wireless 512	Monthly	$49/mth	$53.90/mth	500 MB	$0.165/MB
Wireless 1000 Lite	Monthly	$59.05/mth	$64.95/mth	500 MB	$0.165/MB
Wireless 1000	Monthly	$99/mth	$108.90/mth	1000 MB	$0.165/MB
Wireless 1000 Plus	Monthly	$149/mth	$163.90/mth	5000 MB	$0.165/MB
Wireless 1000 Unlimited	Monthly	$199/mth	$218.90/mth	Unlimited (Fair Use Policy applies*)	$0.165/MB

Table 9.2.3 Recurring Charge – Connexus Broadband Wireless – for Services applied for on or after 20 December 2005 but before 1 August 2006

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Wireless 512 Basic	Monthly	$35.45/mth	$39.00mth	50 MB	$0.22/MB
Wireless 1000 Lite	Monthly	$59.04/mth	$64.95mth	500 MB	$0.22/MB
Wireless 1000	Monthly	$81.77/mth	$89.95/mth	1000 MB	$0.22/MB
Wireless 1000 Plus	Monthly	$180/mth	$198.00/mth	10,000 MB	$0.22/MB

Table 9.2.4 Recurring Charge – Connexus Broadband Wireless – for Services applied for on or after 1 August 2006

Account Name	Payment Frequency	Prepaid Charge (ex. GST)	Prepaid Charge (inc. GST)	Usage included per month	Charge for additional usage (inc. GST)
Wireless 512	Monthly	$49/mth	$53.90/mth	500 MB	$0.15/MB
Wireless 512 Plus	Monthly	$69/mth	$75.90/mth	1000 MB	$0.15/MB
Wireless 1000	Monthly	$81.77/mth	$89.95/mth	1000 MB	$0.15/MB
Wireless 1000 Plus	Monthly	$180/mth	$198.00/mth	10,000 MB	$0.15/MB

Table 9.3.1 Additional Services Charge – Connexus Broadband Wireless

Type of Service	Minimum Contract Term	Charge (ex. GST)	Charge (inc. GST)

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Change of Speed	Per Request	$45.00	$49.50
Change of IP Address Configuration	Per Request	$90.00	$99.00
Backup Service – Dialup Internet	N/a	$0.0333c/minute ($2 per hour)	$0.03666c/minute ($2.20 per hour)

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SCHEDULE 10
CO-LOCATION SERVICES

1. About this schedule

1.1. This schedule sets out the extra terms that apply to our co-location services.

1.2. It is to be read in conjunction with the rest of our Standard Form of Agreement but overrides it in the case of any inconsistency.

1.3. We only supply co-location services in conjunction with Internet connection services.

2. What are co-location services ?

2.1. 'Co-location services' means:

2.1.1. server housing services; and

2.1.2. any of the following services that we agree to supply to you:

- server installation services
- carrier connection services
- one finger resets
- additional services.

2.2. 'Server installation services' means:

- physically installing server/s in a rack cabinet at the data centre
- connecting server/s to a suitable power supply
- using reasonable endeavours to keep that power supply operating normally
- turning server/s on.

2.3. 'Server housing services' means:

- allowing you to keep server/s in rack unit/s in rack cabinet/s at the data centre, connected to a suitable power supply
- using reasonable endeavours to keep that power supply operating normally.

2.4. 'Carrier connection services' means:

- allowing you to have server/s connected to telecommunications services provided by a carrier

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- giving you and carrier reasonable assistance to effect connection to the carrier's telecommunications services
- permitting the installation of a carrier's associated equipment –

in every case, at the customer's expense and subject to our current fees.

2.5. 'Backup services' means:

- removing your backup media from server/s or associated equipment
- dealing with the media as you reasonably request
- inserting fresh media as supplied by you.

2.6. 'Additional services' means any other service we offer or agree to provide from time to time as a co-location service, as generally described in its product description subject to its service application, such as load balancing, monitoring, or reporting.

2.7. 'Load balancing' means allocating Internet traffic to one of two or more servers that support the same Internet protocols that is best able to deal with that traffic at that time, in accordance with our load balancing procedures at any time.

2.8. 'Monitoring' means regular IP ping testing of the operation of all server interfaces with public-routable IP addresses, and response testing as follows:

- for a web server: port 80
- for an SMTP server: port 25.

2.9. 'Reporting' means monthly reporting of key data in accordance with our standard reports from time to time.

2.10. 'Internet connection services' means:

- supplying and fitting cables to connect server/s to a point of connection to the Internet at a bandwidth as near as practicable from time to time to that indicated in the service application
- using reasonable endeavours to keep that connectivity operating normally.

3. Charges

3.1. You must pay:

- our charges for co-location services
- any other amounts required by this schedule of our Standard Form of Agreement.

3.2. Our charges for co-location services will be:

- as agreed in writing with you, or
- failing agreement, in accordance with our standard charges from time to time.

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3.3. We may increase our charges and / or add new charges on 30 days notice to you but if we do so during a fixed contract term, you may terminate the contract without penalty within 14 days after our notice.

3.4. If maximum current power draw or average current power draw of your customer equipment exceeds the allowance specified in your service application, we may at our discretion:

- disconnect all or part of the customer equipment with or without notice
- invoice an additional power charge of $500 per month per amp (or part thereof) above the allowance specified (or such other amount as our standard charge specifies from time to time).

4. Equipment lien

4.1. We shall have a lien over all customer equipment for amounts you owe us, including unpaid charges for co-location services.

4.2. If any charge is overdue by more than 14 days after we issue a final demand for payment:

- we may sell any customer equipment subject to the lien, without reserve or liability to you in respect of the sale
- if the sale proceeds are insufficient to pay your debt to us, we may recover the balance from you.

5. Rack cabinets

5.1. Server housing services will be in rack units in rack cabinets that we supply.

5.2. You are responsible for ensuring that customer equipment fits our rack units.

5.3. You pay fees for each rack unit required for your customer equipment, and any spare parts, consumables or other items stored in connection with server/s and any space required to be left vacant for heat dissipation or ventilation.

5.4. If you want to use additional rack units:

- they are subject to availability and any waiting list
- they may not be available in your preferred position.

5.5. No customer equipment may protrude outside your allotted rack units.

5.6. All packaging must be stored off-site at your expense.

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6. Delivery of customer equipment

Customer equipment may only be delivered according the rules and:

6.1. during business hours or at other times we first approve

6.2. by prior arrangement with us

6.3. when you have an authorised representative present to take delivery of it –

and we are not otherwise obliged to allow delivery of any customer equipment or be responsible for it.

7. Installation of customer equipment

You will install all customer equipment unless we agree otherwise, but:

7.1. if customer equipment is not suitable for installation in a rack cabinet, we may require that suitable equipment be substituted for it

7.2. you must at all times be accompanied by our staff

7.3. you must follow any directions we give.

8. Configuring customer equipment

8.1. You are solely responsible for the configuration and set up of all customer equipment.

8.2. We are entitled to treat customer equipment as a ‘black box’ to which we provide power and Internet bandwidth.

8.3. You must provide all power and data cables that directly connect to customer equipment.

9. Maintenance of customer equipment

9.1. If we agree to provide minor maintenance services, we will provide them, comprising one finger resets, and (if we believe that it will not take up an excessive amount of time) remote hands services and cable relocation.

9.2. Otherwise, you are solely responsible for all maintenance of customer equipment.

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10. Standards for customer equipment

10.1. Customer equipment must continuously comply with all standards.

10.2. If it appears that any customer equipment does not comply with all standards:

- you must rectify the matter without delay
- we may isolate and / or switch it off in the meantime.

11. Relocating customer equipment

11.1. We may relocate any customer equipment within the data centre.

11.2. Relocation must be on reasonable notice and in consultation with you, and so as to avoid unnecessary disruption to the customer equipment.

11.3. Unless relocation is required due to your needs, it shall be at our expense.

12. Customer access to the data centre

12.1. Subject to the rest of this clause 10, you or any representatives that you authorise may access the data centre to bring in, work on or remove customer equipment in accordance with the rules.

12.2. Only properly identified persons, with satisfactory evidence of their authority to represent you, may enter the data centre in your name.

12.3. We may limit access on your behalf to specified and pre-approved persons included on a customer access control list who present any form of identification or authority we mandate.

12.4. We may remove any person from a customer access control list, or deny any person access to the data centre, in our absolute discretion.

12.5. We are not responsible for anything done by your representatives.

12.6. We may restrict the number of persons in the data centre at any one time, and make others wait.

12.7. You or your representatives may not modify or interfere with our equipment without our prior written consent.

12.8. Anything that you or your representatives do in the data centre must be done by arrangement with us and on reasonable notice in the circumstances.

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13. Storing spares, etc

Anything you or your representatives store at the data centre must:

- at all times be approved by us (and you must give us any information we need to consider our approval)
- only be stored in a rack unit we allot to you
- be removed from the data centre if we determine it to be unsuitable.

14. How you must leave the data centre

You or your representatives must not make the data centre untidy, dirty or littered.

15. Co-location rules

Apart from any other rules we may make under our Standard Form of Agreement, we may make and alter rules regulating:

- the way customer equipment is delivered or installed
- how it is to be connected or terminated
- how it is to be labeled
- how and when you or your representatives may access the data centre
- what standards apply to customer equipment
- what kinds of equipment cabinets you may request to source themselves
- any other matter desirable for the safe, efficient and reliable operation of the data centre.

16. Removal of equipment

16.1. Subject to any lien that we may have, you must remove customer equipment from the data centre safely, without causing any damage, and leaving our rack space/s tidy and ready for use by other persons, at a time we approve.

16.2. If you leave any customer equipment in the data centre for more than 30 days without a satisfactory arrangement for its storage and collection, we may charge a holding fee and:

- ship it back to your last known business address, at your cost and risk, or
- give you notice that we intend to sell the customer equipment, and if no satisfactory arrangement is made within a further 30 days, sell the customer equipment, deduct

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any unpaid fees and the costs of storage and sale and treat the balance in accordance with the Unclaimed Money Act 2008, or

- if we receive a good faith written valuation of the customer equipment as under $1,500 we may dispose of it as waste, without liability to you.

16.3. You release us and our agents from any liability in respect of such a sale or disposal, and indemnifies us and them against any claim by a third party arising out of it.

17. Insurance

You must keep all customer equipment continuously insured against all risks for its full replacement value, and any direct or indirect, consequential or secondary loss you would suffer if it or that data on it was lost or damaged. If we ask for it, you must provide evidence of insurance.

18. Firewalling and security

18.1. You are solely responsible for:

- determining your security needs
- sourcing and selecting any firewall or other security hardware or software
- determining the appropriate configuration of any firewall or other security hardware or software
- assessing the ongoing suitability of any firewall or other security hardware or software
- determining whether to patch, upgrade or reconfigure any firewall or other security hardware or software.

18.2. We may, as an additional service, install and configure any firewall or other security hardware or software, or any patch or upgrade to them. Our only obligation is to do so in accordance with any written instructions from you, and apart from that, we are not responsible for any failure of the any firewall or other security hardware or software to provide full protection of a server or any software or data on it.

18.3. We are not responsible for testing or monitoring the operation of any firewall or other security hardware or software.

19. Records of customer equipment

19.1. You must not bring any equipment into the data centre without declaring it to our staff on duty and providing any identifying information (e.g. serial number or model number) or other information (e.g. value of equipment) that is requested.

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19.2. You must not remove any equipment from the data centre without declaring it to our staff on duty and providing any information necessary to identify it against its incoming record.

19.3. We are not obliged to permit the introduction into or the removal from the data centre of any equipment that it is not satisfied is properly identified.

19.4. We may make any enquiry or keep any record we require to maintain our inventory of the data centre and its contents. The inventory is solely for our purposes, and the customer may not access or rely upon it.

19.5. We may treat all equipment brought into the data centre by you or on your behalf as your absolute and unencumbered property and you indemnify us against any claims by any other person to any interest whatsoever in the equipment.

19.6. If we issue identification stickers or devices for customer equipment, you must keep them applied to the applicable item as long as it is in the data centre.

20. Ownership of IP addresses

20.1. Where we make any IP address available for your use, it remains our sole property.

20.2. We may direct you to use a different IP address from time to time, but only after reasonable notice to you.

21. Compliance with laws

You must:

- comply with all applicable laws and regulations in relation to customer equipment, your use of co-location services and the activities you carry out by means of them
- not breach any law or do or allow anything that causes us to be in breach of any law
- indemnify us against any breach of this clause.

22. Other indemnities and warranties

22.1. You indemnify us against any claim relating to or arising out of anything that you or your representatives do or keep in the data centre, or that occurs in relation to customer equipment or any service or facility provided using customer equipment.

22.2. You indemnify us against claim that may arise directly or indirectly out of anything that happens or does not happen, or that a party, or anyone for whom a party is responsible in law or fact, does or fails to do in connection with:

- the delivery of customer equipment to the data centre
- your presence or that of your representatives at the data centre

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- any modification to the customer equipment which harms our equipment or a third party's equipment or other services
- the installation, removal, replacement, maintenance of customer equipment on or from the data centre
- defects in customer equipment.

22.3. You indemnify us against any harm or damage caused by you or anyone acting for you or your customer equipment to:

- our equipment or network
- the data centre
- any third party's equipment or network.

23. Is this a lease or licence ?

Customer obtains no property rights in the data centre.

24. Third party data centre

We may provide co-location services at a data centre operated by a third party. In that case:

24.1. You must pay any charges imposed by the third party for site attendance (by you, or by us on your behalf).

24.2. You acknowledge that charges under clause 3.2 may apply to every site attendance including for removal of customer equipment after co-location services end.

24.3. Any right or power reserved to us by this schedule with respect to the data centre also applies to the third party.

24.4. You must comply with any data centre rules, environmental and operational standards, labeling requirements, security and access procedures, acceptable use policy or other requirement or direction of the third party operator that are notified to you.

25. Unmetered data

Where we provide internet connection services with unmetered data, we may throttle or otherwise limit connection speed so as to fairly share available resources and honour our commitments to other customers.

26. Termination

We may terminate co-location services on 30 days notice to you at any time.

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27. Clauses that survive termination

Clause 15 (for as long as any customer equipment remains at the data centre), clause 12 and clause 19 continue in force after a agreement for co-location services ends.

END OF CO-LOCATION SERVICES SCHEDULE

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